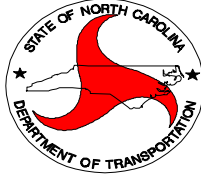


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 11 DISTRICT 2

CONTRACT PROPOSAL

SMALL BUSINESS ENTERPRISE PROJECT

WBS ELEMENT NUMBER: 11C.006047 **CONTRACT:** 11-02-505
ROUTE: SR 1318 **COUNTY:** Avery
DESCRIPTION: Grading, Drainage, and Base on 0.39 miles of SR 1318 (McGuire Road) in Avery County, North Carolina

BID OPENING: October 4, 2012 @ 10:00 AM

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

QUOTE NO: 11-02-505 – SR 1318 AVERY COUNTY
N.C. DEPARTMENT OF TRANSPORTATION
JOE L. LAWS, PE, DIVISION PROJECT MANAGER
801 STATESVILLE ROAD
P.O. BOX 250
NORTH WILKESBORO, NORTH CAROLINA 28659

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 801 STATESVILLE ROAD, P.O. BOX 250, NORTH WILKESBORO, NORTH CAROLINA 28659 BY 10:00 AM ON October 4, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTE NO: 11-02-505 – SR 1318 AVERY COUNTY

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**JOE L. LAWS, PE, DIVISION PROJECT MANAGER
N.C. DEPARTMENT OF TRANSPORTATION
P.O. BOX 250
801 STATESVILLE ROAD
NORTH WILKESBORO, NORTH CAROLINA 28659**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 of the *2012 Standard Specifications for Roads and Structures*. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

CONTENTS

| | |
|---|-----------|
| General Provisions | 5 |
| GENERAL | 5 |
| MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW | 5 |
| CONTRACT TIME AND LIQUIDATED DAMAGES | 7 |
| MAJOR CONTRACT ITEMS | 7 |
| SPECIALTY ITEMS | 7 |
| PREPARATION AND SUBMISSION OF BIDS | 7 |
| EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION | 8 |
| AWARD LIMITS ON MULTIPLE PROJECTS | 8 |
| WORKMEN'S COMPENSATION INSURANCE | 9 |
| LICENSES | 10 |
| SUBLETTING OF CONTRACT | 10 |
| DEFAULT OF CONTRACT | 10 |
| PARTIAL PAYMENT | 10 |
| RETAINAGE AND PROMPT PAYMENT | 11 |
| MANDATORY SUBCONTRACTOR INFORMATION | 11 |
| AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS | 12 |
| LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC | 13 |
| BANKRUPTCY | 13 |
| EXTENSION OF CONTRACT TIME | 13 |
| CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME | 14 |
| CONTRACTOR CLAIM SUBMITTAL FORM | 14 |
| SUBSURFACE INFORMATION | 14 |
| PROSECUTION AND PROGRESS | 14 |
| TEMPORARY SUSPENSION OF WORK | 14 |
| AUTHORITY OF THE ENGINEER | 15 |
| APPROVAL OF PERSONNEL | 15 |
| SUPERVISION BY CONTRACTOR | 16 |
| CONTRACTOR PERSONNEL | 16 |
| INSPECTION | 16 |
| MATERIALS AND TESTING | 16 |
| COOPERATION BETWEEN CONTRACTORS | 17 |
| OUTSOURCING OUTSIDE THE USA | 17 |
| PLAN, DETAIL AND QUANTITY ADJUSTMENTS | 17 |
| POSTED WEIGHT LIMITS | 17 |
| UTILITY CONFLICTS | 18 |
| GIFTS FROM VENDORS AND CONTRACTORS | 18 |
| Special Provisions | 19 |
| NOTES TO CONTRACTOR | 19 |
| STATE HIGHWAY ADMINISTRATOR TITLE CHANGE | 19 |
| PRECONSTRUCTION CONFERENCE | 19 |
| NOTIFICATION OF OPERATIONS | 19 |
| EMPLOYMENT | 19 |
| HOURS OF WORK | 20 |
| CONTRACT BID QUANTITIES | 20 |
| DRIVEWAYS AND PRIVATE PROPERTY | 20 |
| PROOF ROLLING | 20 |
| SHOULDER AND FILL SLOPE MATERIAL | 21 |
| AGGREGATE PRODUCTION | 21 |

| | |
|--|----|
| INCIDENTAL STONE BASE..... | 22 |
| BORROW AND WASTE SITE RECLAMATION PROCEDURES | 22 |
| MATERIALS | 23 |
| TRAFFIC CONTROL | 24 |
| WORK ZONE SIGNING..... | 26 |
| EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION..... | 27 |
| COIR FIBER MAT..... | 33 |
| PERMANENT SOIL REINFORCEMENT MAT..... | 34 |
| WATTLES WITH POLYACRYLAMIDE (PAM) | 35 |
| SKIMMER BASIN WITH BAFFLES..... | 37 |
| COIR FIBER BAFFLE | 40 |
| EROSION, SILTATION, AND POLLUTION CONTROL | 42 |
| ENVIRONMENTAL STEWARDSHIP AND PERFORMANCE OF EROSION CONTROL | 42 |
| ENVIRONMENTAL NOTES TO CONTRACTOR..... | 43 |
| RESPONSE FOR EROSION CONTROL | 44 |
| STABILIZATION REQUIREMENTS..... | 45 |
| PERMANENT SEEDING AND MULCHING..... | 45 |
| SEEDING AND MULCHING (West)..... | 45 |
| PLANT AND PEST QUARANTINES..... | 47 |
| NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY | 48 |
| ERRATA..... | 51 |
| MINIMUM WAGES | 52 |
| EXECUTION OF BID..... | 55 |
| DEBARMENT CERTIFICATION | 61 |
| LISTING OF MB & WB SUBCONTRACTORS..... | 64 |

DIVISION CONTRACT

General Provisions

GENERAL

This is a Small Business Enterprise Project.

This contract is for grading, drainage, and base on 0.39 miles of SR 1318 (McGuire Road) in Avery County, North Carolina under the provisions of North Carolina Department of Transportation's Small Business Enterprise Program. Your firm does not have to be formally identified as a minority, woman, or disadvantaged business to qualify for this program, but your business must have had an annual income of \$1,500,000 or less for the previous calendar year (not including costs for materials). Under the provisions of this Program, contract payment and contract performance bonds are not required.

You must be registered as a Small Business Enterprise through the North Carolina Department of Transportation Contractual Services Unit to be eligible to bid on any SBE project. For more information on becoming registered with the Department, please contact the Office of Contractual Services at (919) 733-5616.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, the *North Carolina Department of Transportation Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*. These manuals may be found on the internet at:

<http://www.ncdot.gov/doh/preconstruct/ps/specifications/2012draft.pdf>

http://www.ncdot.gov/doh/preconstruct/ps/std_draw/default.html

<http://mutcd.fhwa.dot.gov/>

MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference as shown below:

Date and Time: September 10, 2012 at 10:00 AM

Place: Watauga County Maintenance Engineer's Office

Location: 1865 Jefferson Hwy., Hwy. 194 North, Boone, NC 28607
Contact for Directions: Ken Lisk 828-265-5380
If you plan to attend this meeting please contact Ken Lisk at 828-265-5380.

The Mandatory Pre-Bid Conference will begin promptly at **10:00 AM**. An official clock for the pre-bid conference will be designated. Contractors who are late will not be permitted to sign in or to participate in the conference.

Bidders are expected to make their own investigation of the site prior to the conference.

No questions concerning the project will be answered by any Department personnel at any time, except at the Mandatory Pre-Bid Conference.

This conference will be conducted by Department personnel to ensure all prospective bidders are given an opportunity to obtain information relevant to the project and given an opportunity to ask any questions they may have.

The Engineer will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions as to the present condition of the facility. The Contractor is encouraged to make his/her own observations of the sites to determine the condition of the items identified in this contract as the Contractor's responsibility. Any changes made to the contract during the pre-bid conference will be documented and included in an addendum. The entire addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

Eligibility to Bid

All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:

1. Only Bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.
2. Attendance at the Mandatory Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the conference in accordance with the following:
 - The individual attending the Mandatory Pre-Bid Conference is a full time employee of the company being represented and has **administrative and/or supervisory** authority over the work to be performed under this contract.
 - The individual signs his/her name and company title on the official roster.
 - The individual writes in the name and address of the company he or she represents.
 - Only one company is shown as being represented by the individual attending.
 - The individual shall sign out when the conference is over.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability is April 1, 2013.

No work will be permitted and no contract will be executed until all required bonds and prerequisite conditions and certifications have been satisfied. No work will be permitted prior to issuance of the purchase order.

The completion date for this project is June 15, 2013. No extensions will be authorized except as authorized by Article 108-10 of the *2012 Standard Specifications*.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

Liquidated damages for this contract are Three Hundred and Fifty Dollars (\$350.00) per calendar day.

MAJOR CONTRACT ITEMS

The following listed items are the major contract items for this contract (See Articles 101 and 104-5 of the *2012 Standard Specifications*):

| Line # | Description |
|---------------|-----------------------|
| 6 | Aggregate Base Course |

SPECIALTY ITEMS

Items listed below will be the specialty items for this contract (see Article 108-6 of the *2012 Standard Specifications*).

| Line # | Description |
|---------------|-----------------------|
| 8 | Fencing Items |
| 9 thru 25 | Erosion Control Items |

PREPARATION AND SUBMISSION OF BIDS

The entire bid proposal package, properly signed and executed, must be returned in order for the bid to be considered as responsive. **Incomplete proposal packages may be considered**

unresponsive. Bid proposals shall be completed in ink and any corrections shall have one strike through with the correction initialed by the bidder.

All bids shall be prepared and submitted in accordance with the listed requirements of Article 102-8 of the *2012 Standard Specifications*.

In accordance with GS 136-28.10, if the total bid amount of the contract exceeds **\$500,000**, the bid will not be considered for award.

EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION

The Bidder's attention is directed to the various sheets in the contract proposal, which are to be completed and/or signed by the Bidder. A list of these sheets is shown below. The signature sheets are located behind the Bid Form(s) in the contract proposal.

1. Execution of Bid including Non-Collusion Affidavit, Debarment Certification, & Gift Ban
2. MBE/WBE/DBE Subcontract Listing Form

The Bidder shall certify his and to the best of his knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the signature sheets in the proposal forms. Execution of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Bidders certification of "status" under penalty of perjury under the laws of the United States.

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$_____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

| | |
|---------------------------|-------------------|
| _____ (Project Number) | _____ (County) |
| _____ (Project Number) | _____ (County) |
| _____ (Project Number) | _____ (County) |

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

****Signature of Authorized Person**

****Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.**

WORKMEN'S COMPENSATION INSURANCE

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within

the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

Proof of insurance shall be furnished to the Engineer prior to beginning work.

LICENSES

Under the provisions of the North Carolina Department of Transportation's Small Business Enterprise Program, the contractor is **not required to possess a contractor's license** to perform work on this contract.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the *2012 Standard Specifications*.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the *2012 Standard Specifications*.

PARTIAL PAYMENT

The Contractor may submit a request for payment at the end of each work request. Compensation for all pay items shall be in accordance with the *Standard Specifications*. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

Requests for payment can be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. Invoices must be "electronically scanned" by our office and the image is transmitted to the Purchasing Unit to verify payment. To avoid confusion and delay of payments each invoice should have a **Unique Invoice Number**, i.e. 1, 2, 3... In addition, the invoice should be

positively identified and associated with the Purchase Order by including the **Purchase Order Number** on the Invoice.

Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and/or Disadvantage Business Enterprise (DBE) participation shall be listed on the appropriate form (DBE-IS) and shall accompany all requests for payment. If there is no participation the word "**None**" or the figure "**0**" shall be entered. Requests for payment will not be processed without the submission of the DBE-IS form. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

RETAINAGE AND PROMPT PAYMENT

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

MANDATORY SUBCONTRACTOR INFORMATION

The Contractor is to provide a list of all proposed subcontractors he or she plans to use on this project. This list shall include all subcontractors that will be used, not only MBE, WBE or DBE

firms. Only pre-approved subcontractors that are registered with the NCDOT may be used. A listing of all contractors (prime or subcontractor) may be found at the following website:

<https://partner.ncdot.gov/VendorDirectory/default.html>

Subcontract Approval Form (Form SAF) must be completed for each subcontractor that will be used and returned prior to the issuance of the purchase order. This form can be found at the following website:

http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

If the proposed subcontractor cannot fulfill their obligation and a substitute must be used, then an appropriate form for the replacement subcontractor must be delivered to the administering officer before the new subcontractor is used.

Failure to provide this information (regardless of any goals in contract) may result in the contract being awarded to another contractor.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 2012.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Laws to be Observed

In accordance with 107-1 of the *Standard Specifications*, The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Board of Transportation and the Department of Transportation and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

Responsibility For Damage Claims

In accordance with 107-14 of the *Standard Specifications*, The Contractor shall indemnify and save harmless the Board of Transportation and its members and the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

Safety and Accident Protection

In accordance with 107-21 of the *Standard Specifications*, The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon the filing by the contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of

the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

CONTRACTOR CLAIM SUBMITTAL FORM

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the Contractor Claim Submittal Form (CCSF) available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

SUBSURFACE INFORMATION

There is no subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

PROSECUTION AND PROGRESS

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The contractor will not be permitted to suspend his operations except for reasons beyond his control except where the Engineer has authorized a suspension of the contractor's operations in writing.

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the *Standard Specifications*.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the *2012 Standard Specifications*, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or

2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 11, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

APPROVAL OF PERSONNEL

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this Agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the Engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the contract;
- Defining the scope of the contract;
- Selection of the Engineers' firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation. Failure to comply with the terms stated above in this section shall be grounds for termination of this contract.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

CONTRACTOR PERSONNEL

The Department will not be responsible in any way to the Contractor's personnel for damages, destruction or loss, from any cause, to the Contractor's equipment, supplies, materials or tools or the personal property of the Contractor's personnel. The Contractor will be responsible for all repairs, regardless of cost, resulting from the negligence of the Contractor or Contractor's employees. The Department will not participate in the cost of such repairs.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the *Standard Specifications* and the Department's "Materials and Test Manual." However

the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the *Standard Specifications*. Material that is not properly certified will not be accepted.

COOPERATION BETWEEN CONTRACTORS

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

The Contractor on this project shall cooperate with Contractor(s) and state forces working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

OUTSOURCING OUTSIDE THE USA

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

GIFTS FROM VENDORS AND CONTRACTORS

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

Special Provisions

NOTES TO CONTRACTOR

1. Refer to the *Standard Specifications for Roads and Structures and Roadway Standard Drawings dated January 2012* and any Special Provisions in contract for guidelines on this project.
2. All work performed by the contractor shall be in compliance with the *2012 Standard Specifications* and Workmanship/Appearance done to the satisfaction of the Engineer.
3. All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be basis for cancellation of the contract.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

PRECONSTRUCTION CONFERENCE

Following the award of a contract and prior to beginning work, the Contractor shall contact **Ken Lisk of the Boone District Engineer's Office at 828-265-5380**, to arrange a Pre-construction conference. The project superintendent is required to attend the Pre-construction conference.

NOTIFICATION OF OPERATIONS

The Contractor or their appointed representative shall notify the Engineer one week in advance of beginning work on any site included in this contract. The Contractor shall give the Engineer sufficient notice of all operations for any sampling or acceptance testing required.

EMPLOYMENT

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

- (O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

HOURS OF WORK

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays, and Official State Holidays unless **approved by the Engineer**. Work shall only be performed when weather and visibility conditions allow safe operations.

CONTRACT BID QUANTITIES

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Contractor's pricing shall be based on the estimated quantities per Division. These estimated amounts are submitted to assist contractors in the bidding process. Estimated quantities are not to be regarded as actual requirements. The State shall not be obligated to purchase any specific quantity.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

PROOF ROLLING

Furnish and operate at the direction of the Engineer, a loaded tandem dump truck for testing the roadbed for stability and uniformity of compaction.

Provide equipment with the following features:

Tandem dump truck capable of hauling 15 tons.

After the roadbed has been completed to final grade, test the roadbed with 1 foot coverage, unless otherwise directed, with a tandem dump truck loaded with a minimum of 15 tons of Aggregate Base Course. Coverage is considered that stage in the rolling procedure when the entire width of the area being proof rolled has been in contact with the pneumatic tires of the dump truck. Operate the dump truck in a systematic manner so that the number of coverages over all areas to be proof rolled can be readily determined and recorded. Operate the equipment at a speed between 225 and 300 feet per minute. Perform proof rolling only in the presence of the Engineer. Proof roll areas again following the completion of the necessary corrections. Perform proof rolling at no cost to the Department if the corrections are necessary due to the negligence of the Contractor or weather. Protect all structural facilities on the project, such as but not limited to bridges, box culverts, pipe culverts, and utilities, from damage by the proof rolling equipment. Protection may include unloading and reloading of the dump truck, detouring, protective earth pads, or other suitable measure to avoid damage.

No direct payment will be made for proof rolling as required herein, as the cost of the same will be considered incidental to the work being paid for under the item of *Comprehensive Grading*.

All subgrade must be proof rolled and accepted by the Engineer prior to placement of Aggregate Base Course. Any placement of Aggregate Base Course on subgrade not approved by the Engineer will be subject to removal and or nonpayment or both. Corrective work necessary, as determined by proof rolling, and not due to negligence of the Contractor or to weather, will be paid for at the applicable contract unit prices or as extra work, whichever may be applicable. Payment includes furnishing all labor, equipment, fuel, and ballast for loading, loading and unloading ballast as directed, and increasing and decreasing tire pressure as directed.

SHOULDER AND FILL SLOPE MATERIAL

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2012 Standard Specifications*.

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2012 Standard Specifications* for *Borrow Excavation*.

AGGREGATE PRODUCTION

Provide aggregate from a producer who uses the current Aggregate Quality Control/Quality Assurance Program, which is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

INCIDENTAL STONE BASE

Description

Place incidental stone base on driveways, mailboxes, etc. only with permission of the Engineer. **Any incidental stone base required for this project shall be placed only after approval has been granted.**

Materials and Construction

Provide and place incidental stone base in accordance with the requirements of Section 545 of the *2012 Standard Specifications*.

Measurement and Payment

Incidental Stone Base will be measured and paid for in accordance with Article 545-6 of the *2012 Standard Specifications*.

BORROW AND WASTE SITE RECLAMATION PROCEDURES

The Department's Borrow and Waste Site Reclamation Procedures for Contracted Projects have been revised and are available on the website at:

http://www.ncdot.org/doh/operations/dp_chief_eng/roadside/fieldops/downloads/

In accordance with Article 230-4 and Section 802 of the *2012 Standard Specifications*, the Contractor shall utilize these revised procedures for all borrow and waste sites on this project.

MATERIALS

Revise the 2012 Standard Specifications as follows:

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

| TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE | | | | | | | | | | | | | |
|--|-----|--------|--------|--------|--------|--------|--------|-------|-------|------|-------|-------------------|--|
| Percentage of Total by Weight Passing | | | | | | | | | | | | | |
| Std. Size # | 2" | 1 1/2" | 1" | 3/4" | 1/2" | 3/8" | #4 | #8 | #10 | #16 | #40 | #200 | Remarks |
| 4 | 100 | 90-100 | 20-55 | 0-15 | - | 0-5 | - | - | - | - | - | A | Asphalt Plant Mix |
| 467M | 100 | 95-100 | - | 35-70 | - | 0-30 | 0-5 | - | - | - | - | A | Asphalt Plant Mix |
| 5 | - | 100 | 90-100 | 20-55 | 0-10 | 0-5 | - | - | - | - | - | A | AST, Sediment Control Stone |
| 57 | - | 100 | 95-100 | - | 25-60 | - | 0-10 | 0-5 | - | - | - | A | AST, Str. Concrete, Shoulder Drain, Sediment Control Stone |
| 57M | - | 100 | 95-100 | - | 25-45 | - | 0-10 | 0-5 | - | - | - | A | AST, Concrete Pavement |
| 6M | - | - | 100 | 90-100 | 20-55 | 0-20 | 0-8 | - | - | - | - | A | AST |
| 67 | - | - | 100 | 90-100 | - | 20-55 | 0-10 | 0-5 | - | - | - | A | AST, Str. Concrete, Asphalt Plant Mix |
| 78M | - | - | - | 100 | 98-100 | 75-100 | 20-45 | 0-15 | - | - | - | A | Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains |
| 14M | - | - | - | - | - | 100 | 35-70 | 5-20 | - | 0-8 | - | A | Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete |
| 9 | - | - | - | - | - | 100 | 85-100 | 10-40 | - | 0-10 | - | A | AST |
| ABC | - | 100 | 75-97 | - | 55-80 | - | 35-55 | - | 25-45 | - | 14-30 | 4-12 ^B | Aggregate Base Course, Aggregate Stabilization |
| ABC (M) | - | 100 | 75-100 | - | 45-79 | - | 20-40 | - | 0-25 | - | - | 0-12 ^B | Maintenance Stabilization |
| Light-weight C | - | - | - | - | 100 | 80-100 | 5-40 | 0-20 | - | 0-10 | - | 0-2.5 | AST |

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

| TABLE 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A (Candelas Per Lux Per Square Meter) | | | | | | | | |
|---|--|--------------|---------------|--------------|------------|-------------|-------------------------------------|-------------------------------|
| Observation Angle, degrees | Entrance Angle, degrees | White | Yellow | Green | Red | Blue | Fluorescent Yellow Green | Fluorescent Yellow |
| 0.2 | -4.0 | 525 | 395 | 52 | 95 | 30 | 420 | 315 |
| 0.2 | 30.0 | 215 | 162 | 22 | 43 | 10 | 170 | 130 |
| 0.5 | -4.0 | 310 | 230 | 31 | 56 | 18 | 245 | 185 |
| 0.5 | 30.0 | 135 | 100 | 14 | 27 | 6 | 110 | 81 |
| 1.0 | -4.0 | 120 | 60 | 8 | 16 | 3.6 | 64 | 48 |
| 1.0 | 30.0 | 45 | 34 | 4.5 | 9 | 2 | 36 | 27 |

TRAFFIC CONTROL

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *Standard Specifications*, the latest revisions thereto and the following provisions:

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limit less than 45 mph.

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer, at no expense to the Department. This work is not considered part of shoulder reconstruction.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail(s) herein. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Maintain vehicular access in accordance with Section 1101-13 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

No direct payment will be made for the signing and traffic control items including Truck Mounted Impact Attenuators (TMIA - see Section 1165 of the *Standard Specifications* and the *Roadway Standard Drawings*). This work will be considered incidental to the various other bid items in the contract.

WORK ZONE SIGNING

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain, and remove advance warning work zone signs and any required lane closure signing.

Furnish, install, and maintain general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48"), LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

All work zone signs may be portable.

Construction Methods

(A) General

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

(B) Advance Warning Work Zone Signs

Install advance warning work zone signs (see attached Details and the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning

work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos. 1101.02, 1101.11 and 1110.02.

(D) General Work Zone Warning Signs

Install general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. Install signs prior to the obliteration of any pavement markings.

Measurement and Payment

No direct payment will be made for *Work Zone Signing* as such work will be considered incidental to the various other bid items in the contract.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control/Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.

- (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.

- (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
 - (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
 - (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

(C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

(D) *Certified Designer* - Include the certification number of the **Level III-B** Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III-A Certified Designer on the design of the project erosion and sediment control/stormwater plan.

Preconstruction Meeting

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer - Operations to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of*

Violation (NOV), or Cease and Desist Order for erosion and sediment control/stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.
- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

Suspension or revocation of a certification will be sent by certified mail to the certificant and the Corporate Head of the company that employs the certificant.

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer - Operations
1537 Mail Service Center
Raleigh, NC 27699-1537

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

Measurement and Payment

Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer will be incidental to the project for which no direct compensation will be made.

COIR FIBER MAT

Description

Furnish material, install and maintain coir fiber mat in locations shown on the plans or in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat with stakes, steel reinforcement bars or staples as directed.

Materials

| Item | Section |
|----------------|----------------|
| Coir Fiber Mat | 1060-14 |

Anchors: Stakes, reinforcement bars, or staples shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Construction Methods

Place the coir fiber mat immediately upon final grading. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the mat with the soil. Unroll the mat and apply without stretching such that it will lie smoothly but loosely on the soil surface.

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

Place anchors across the mat at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the mat 3 ft. apart.

Adjustments in the trenching or anchoring requirements to fit individual site conditions may be required.

Measurement and Payment

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

No measurement will be made for anchor items.

Payment will be made under:

| Pay Item | Pay Unit |
|----------------|-------------|
| Coir Fiber Mat | Square Yard |

PERMANENT SOIL REINFORCEMENT MAT

Description

This work consists of furnishing and placing *Permanent Soil Reinforcement Mat*, of the type specified, over previously prepared areas as directed.

Materials

The product shall be a permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three-dimensional structure. The mat shall have the following minimum physical properties:

| Property | Test Method | Value | Unit |
|--|------------------------|-------|--------------------|
| Light Penetration | ASTM D6567 | 9 | % |
| Thickness | ASTM D6525 | 0.40 | in |
| Mass Per Unit Area | ASTM D6566 | 0.55 | lb/sy |
| Tensile Strength | ASTM D6818 | 385 | lb/ft |
| Elongation (Maximum) | ASTM D6818 | 49 | % |
| Resiliency | ASTM D1777 | >70 | % |
| UV Stability * | ASTM D4355 | ≥80 | % |
| Porosity (Permanent Net) | ECTC Guidelines | ≥85 | % |
| Maximum Permissible Shear Stress (Vegetated) | Performance Bench Test | ≥8.0 | lb/ft ² |
| Maximum Allowable Velocity (Vegetated) | Performance Bench Test | ≥16.0 | ft/s |

*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) the chemical and physical properties of the mat used, and
- (B) conformance of the mat with this specification.

Construction Methods

Matting shall be installed in accordance with Subarticle 1631-3(B) of the *Standard Specifications*.

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

Measurement and Payment

Permanent Soil Reinforcement Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which Permanent Soil Reinforcement Mat is installed and accepted. Overlaps will not be included in the measurement, and will be considered as incidental to the work. Such payment shall be full compensation for furnishing and installing the mat, including overlaps, and for all required maintenance.

Payment will be made under:

| Pay Item | Pay Unit |
|----------------------------------|-----------------|
| Permanent Soil Reinforcement Mat | Square Yard |

WATTLES WITH POLYACRYLAMIDE (PAM)

Description

Wattles are tubular products consisting of excelsior fibers encased in polyethylene netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of wattles, matting installation, PAM application, and removing wattles.

Materials

Wattle shall meet the following specifications:
100% Curled Wood(Excelsior) Fibers

Minimum Diameter 18 in.

Minimum Density 2.6 lb/ft³ +/- 10%

Net Material Polyethylene

Net Openings 1 in. x 1 in.

Net Configuration Totally Encased

Minimum Weight 20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes: Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of section 1060-8 of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged.

Soil samples shall be obtained in areas where the wattles will be placed and analyzed for the appropriate PAM flocculant to be utilized with each wattle.

Construction Methods

Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans. Install wattles to the top of the ditch according to the detail provided in the plans. Overlap adjoining sections of wattles a minimum of 6 in. Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with section 1631-3 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract. Apply PAM over the lower center portion of the wattle where the water is going to flow over at a rate of 3.5 ounces per wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.25 in.

The Contractor shall maintain the wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

Measurement and Payment

Wattles will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattles*.

Matting will be measured and paid for in accordance with section 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Polyacrylamide(PAM) will be measured and paid for by the actual weight in pounds of PAM applied to the wattles. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

| Pay Item | Pay Unit |
|---------------------|-----------------|
| Polyacrylamide(PAM) | Pound |
| Wattle | Linear Foot |

SKIMMER BASIN WITH BAFFLES

Description

Provide a skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Skimmer Basin with Baffles Detail sheet provided in the erosion control plans. Work includes constructing sediment basin, installation of temporary slope drain pipe and coir fiber baffles, furnishing, installation and cleanout of Faircloth Skimmers or other approved equivalent device, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile emergency spillway liner, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

Materials

| Item | Section |
|---|----------------|
| Stone for Erosion Control, Class B | 1042 |
| Geotextile for Soil Stabilization, Type 4 | 1056 |
| Fertilizer for Temporary Seeding | 1060-2 |
| Seed for Temporary Seeding | 1060-4 |
| Seeding and Mulching | 1060-4 |
| Matting for Erosion Control | 1060-8 |
| Staples | 1060-8 |
| Coir Fiber Mat | 1060-14 |
| Temporary Slope Drain | 1622-2 |
| Coir Fiber Baffle | 1640 |

Provide appropriately sized Faircloth skimmer or other approved equivalent device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of Faircloth skimmer to serve as the barrel pipe through the earthen dam.

Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Construction Methods

Excavate basin according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drain pipe and construct the emergency spillway according to the Skimmer Basin with Baffles Detail sheet in the erosion control plans. Temporary slope drain pipe at inlet of basin may be replaced by geotextile as directed. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*.

Install Faircloth skimmer or other approved equivalent device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and attach the 6 ft. arm pipe to the coupling connection and Faircloth skimmer according to manufacturer recommendations. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line emergency spillway with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the emergency spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream

geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

Measurement and Payment

Silt Excavation will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

Geotextile for Soil Stabilization will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

Coir Fiber Baffles will be measured and paid for in accordance with Article 1640-4 of the *Standard Specifications*.

___" *Skimmer* will be measured in units of each. ___" *Skimmer* will be measured and paid for as the maximum number of each size skimmer acceptably installed and in use at any one time during the life of the project. Barrel and arm pipe, cleanout, relocation and reinstallation of ___" *Skimmer* is considered incidental to the measurement of the quantity of ___" *Skimmer* and no separate payment will be made. No separate payment shall be made if ___" *Skimmer*, barrel and/or arm pipe(s) are damaged by ice accumulation.

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

Temporary Slope Drain will be measured and paid for in accordance with Article 1622-4 of the *Standard Specifications*.

Stone for Erosion Control, Class ___ will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

Seeding and Mulching will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

Seed for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

Fertilizer for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

Matting for Erosion Control will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

| Pay Item | Pay Unit |
|-----------------|-----------------|
| ___" Skimmer | Each |
| Coir Fiber Mat | Square Yard |

COIR FIBER BAFFLE

Description

Furnish material, install and maintain coir fiber baffles according to the details in the plans or in locations as directed. Coir Fiber Baffles shall be installed in silt basins and sediment dams at drainage outlets. Work includes providing all materials, placing, securing, excavating and backfilling of *Coir Fiber Baffles*.

Materials

(A) Coir Fiber Mat

Matting: Provide matting to meet the following requirements:

| | |
|---|--------------------------|
| 100% coconut fiber (coir) twine woven into high strength matrix | |
| Thickness - | 0.30 in. minimum |
| Tensile Strength | 1348 x 626 lb/ft minimum |
| Elongation | 34% x 38% maximum |
| Flexibility (mg-cm) | 65030 x 29590 |
| Flow Velocity | Observed 11 ft/sec |
| Weight | 20 oz/SY |
| Size | 6.6 x 164 ft (120 SY) |
| "C" Factor | 0.002 |
| Open Area (measured) | 50% |

(B) Staples

Provide staples made of 0.125 in. diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

(C) Posts

Steel posts shall be at least 5 ft. in length, approximately 1 3/8" wide measured parallel to the fence, and have a minimum weight of 1.25 lb/ft of length. The post shall be equipped with an anchor plate having a minimum area of 14.0 square inches, and shall be of the self-fastener angle steel type to have a means of retaining wire and coir fiber mat in the desired position without displacement.

(D) Wire

Provide 9-gauge high tension wire strand of variable lengths.

Construction Methods

Place the coir fiber baffles immediately upon excavation of basins. Install three (3) baffles in basins with a spacing of one fourth (1/4) the basin length and according to the detail sheets. Two (2) coir fiber baffles shall be installed in basins less than 20 ft. in length with a spacing of one third (1/3) the basin length.

Steel posts shall be placed at a depth of 2 ft. below the basin surface, with a maximum spacing of 4 ft. The top height of the coir fiber baffles shall not be below the elevation of the emergency spillway base of dams and basins. Attach a 9-gauge high-tension wire strand to the steel posts at a height of 3 ft. with plastic ties or wire fasteners. Install a steel post into side of the basin at a variable depth and a height of 3 ft. from the bottom of the basin to anchor coir fiber mat. Secure anchor post to the upright steel post in basin with wire fasteners.

The coir fiber mat shall be draped over the wire strand to a minimum of 3 ft. of material on each side of the strand. Secure the coir fiber mat to the wire strand with plastic ties or wire fasteners. Place staples across the matting at ends and junctions approximately 1 ft. apart at the bottom and side slopes of basin. Overlap matting at least 6" where 2 or more widths of matting are installed side by side. Refer to details in the plan sheets. The Engineer may require adjustments in the stapling requirements to fit individual site conditions.

Measurement and Payment

Coir Fiber Baffles will be measured and paid for by the actual number of linear feet of coir fiber baffles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the coir fiber baffles.

Payment will be made under:

Pay Item

Coir Fiber Baffle

Pay Unit

Linear Foot

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-12 of the *Standard Specifications*. Silt fence and erosion control measures shall be installed in accordance with the Section 1605 of the *Standard Specifications*, and in locations directed by the Engineer or his representative.

ENVIRONMENTAL STEWARDSHIP AND PERFORMANCE OF EROSION CONTROL

The Contractor shall perform all aspects of his / her work related to the project in a manner that is considerate of the environment and is representative of the Department's commitment to environmental stewardship. The Contractor shall take initiative to adhere to the erosion control plans and all provisions stated in the related permits. The Contractor shall provide additional measures above and beyond the plans and provisions when required to protect the environment. The Contractor shall also comply with all other general requirements of the regulatory agencies. These include but are not limited to the US Army Corps of Engineers, NC Wildlife Resources Commission (comments included in the Corps permit), NC Department of Environment and Natural Resources – Land Quality Section, NC Department of Environment and Natural Resources – Water Quality Section, etc. It is the responsibility of the Contractor to be familiar and to comply with the contract permit provisions, erosion control plan, general requirements of the agencies, and all laws pertaining to land disturbing activities.

Erosion Control Devices shall be installed and maintained in a timely manner throughout the life of the project. Such devices shall be constructed and maintained by the end of each workday. Modifications to the Erosion Control Plan shall be approved by the Engineer or his representative. Prior to grubbing and / or grade-work, erosion control devices shall be installed to prevent any loss of sedimentation into streams or outside the perimeter of the project. Inlet and outlet protection for pipes shall be constructed as part of the pipe installation in a continuous manner. Erosion control devices should not be placed in the stream itself.

In the event the Contractor does not comply with the erosion control plan and environmental conditions of the contract, a **monetary penalty of \$1,000.00 per day** shall be imposed until the corrective action is taken in order to meet the requirements. This penalty shall pertain to any permit condition and erosion control measure that is not installed and maintained in accordance with the erosion control plan, permit conditions, project special provisions, *Standard Specifications*, and directions provided by the Engineer or his/her representative. Disregard for the environment by the Contractor shall also subject the Contractor to such penalties.

In the event that a Notice of Violation is issued for the project by NCDENR, the Contractor shall be **assessed a single amount of \$5,000.00**. If additional Violations are issued on the same project, a **monetary penalty of \$10,000.00 per occurrence** will be imposed on the Contractor. Subsequent to the issuance of a NOV, the Contractor shall work in a continuous manner to comply with the required corrective action by the deadline given by the issuing agency. If the corrective actions are not completed by the required date of compliance, the Department shall impose an additional **monetary penalty of \$1,000.00 per day**. All penalties stated above shall also apply to the issuance of an **Immediate Corrective Action (ICA)** by the Department.

All penalties described above shall be deducted from monies due to the Contractor. The Contractor shall also comply with Article 107-12 and Division 16 of the *Standard Specifications*.

ENVIRONMENTAL NOTES TO CONTRACTOR

1. Environmental stewardship and timely performance of erosion control shall be expected of the Contractor on this project.
2. The Contractor may be subject to fines imposed by the Department for violations and / or non-compliance related to environmental permits and erosion control issues (see special provisions).
3. Pipe installation shall include immediate protection of the inlet and outlet with appropriate erosion control measures as part of the pipe installation process by the end of each day.
4. Installation of all pipe(s) shall be completed in a continuous manner.
5. Vegetation shall not be disturbed beyond the limits of construction without approval by the Engineer.
6. Any ground disturbance beyond areas protected by installed erosion control devices shall be protected immediately – no exceptions. This may require hand seeding and mulching in some cases.
7. Temporary erosion control measures to protect areas of work shall be installed by end of each day, regardless the construction stage of a particular operation.
8. Erosion control measures installed after the fact is not acceptable practice.
9. Ditches that are not to final grade shall have the necessary temporary erosion control measures installed by the end of the day, including any basins and rock checks.
10. Filter stone and Class B Rip Rap for erosion control shall be installed at any location where runoff leaves the project. Class B Rip Rap only is not acceptable.
11. Blasting shall be controlled with appropriate measures to prevent fly rock and loss of material into rivers and streams and outside the limits of construction. Blasting mats will be required. Blasting shall not take place without the presence of an Inspector. The Contractor shall provide a 24-hour notice prior to blasting in a particular area. The Contractor shall be responsible for any and all damages that may occur from blasting, including any fines. The Contractor shall consider and implement when feasible alternative methods to blasting around environmentally sensitive areas.
12. No disturbed area shall be left unprotected from sediment runoff by the end of each day.
13. Grubbing shall not take place in an area until immediately before grading operations are to commence in that particular area.
14. The Contractor is responsible for being familiar with the conditions of the environmental permits.

15. The Contractor must comply with all provisions of the contract, standard specifications and drawings, and best management practices for bridge demolition and erosion control.
16. The presence of the Engineer or Inspector shall in no way lessen the Contractor's responsibility for compliance with the permits, conformity with erosion control, and protection of the environment. Should the Engineer or Inspector fail to point out work that is not in compliance for any reason, it shall in no way prevent later rejection or correction to the unsatisfactory materials or work when discovered.

RESPONSE FOR EROSION CONTROL

The Contractor shall respond in a timely manner for the installation and maintenance of Erosion Control Devices.

Erosion Control Measures shall be installed prior to ground disturbing activities in such a manner to prevent runoff and offsite sedimentation. Failure to install measures according to the erosion control plan and failure to install additional measures when grading operations deems necessary shall be considered a violation of the Environmental Stewardship and Performance of Erosion Control Special Provision. All disturbed areas shall be protected with adequate erosion control measures by the end of each workday. Such violations shall result in the associated monetary **penalty of \$1,000 per day until the corrective action(s) has been completed.**

Erosion Control Devices shall be maintained in a continual manner until they are no longer needed as determined by the Engineer. After any rain event, the Contractor shall begin maintenance of the devices within 24 hours or as soon as practical when wet conditions do not allow for operation of heavy equipment. This is considered not practical when in the opinion of the Engineer or his representative, heavy equipment on extremely wet embankments will cause more damage than if some time is allowed for drying. When the Contractor is working on the project and urgent attention is required, the Contractor shall respond immediately when directed by the Engineer or Inspector to address installation and / or maintenance of erosion control devices or any other work to address sedimentation loss.

If the Contractor is not currently working on the project, he / she shall respond within 24 hours with adequate equipment and personnel to address any erosion and loss of sedimentation.

Failure to comply with any part of this special provision shall be considered a violation of the Environmental Stewardship and Performance of Erosion Control Special Provision. Such violations shall result in the associated monetary penalty of \$1,000 per day until the corrective action(s) has been completed.

If required, the Engineer may exercise the provisions of Article 105-16, "Failure to Maintain the Project or Perform Erosion Control Work", in addition to any associated penalties.

No direct payment will be made under Response for Erosion Control. This work will be considered incidental to the various other bid items in the Contract.

STABILIZATION REQUIREMENTS

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

PERMANENT SEEDING AND MULCHING

The Department desires that permanent seeding and mulching be established on this project as soon as practical after slopes or portions of slopes have been graded. As an incentive to obtain an early stand of vegetation on this project, the Contractor's attention is called to the following:

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the *2012 Standard Specifications* and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

| Percentage of Elapsed Contract Time | Percentage Additive |
|--|----------------------------|
| 0% - 30% | 30% |
| 30.01% - 50% | 15% |

Percentage of elapsed contract time is defined as the number of calendar days from the date of availability of the contract to the date the permanent seeding and mulching is acceptably completed divided by the total original contract time.

SEEDING AND MULCHING

(West)

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

Shoulder and Median Areas

August 1 - June 1

| | |
|-------|--------------------|
| 20# | Kentucky Bluegrass |
| 75# | Hard Fescue |
| 25# | Rye Grain |
| 500# | Fertilizer |
| 4000# | Limestone |

May 1 - September 1

| | |
|-------|---------------------------|
| 20# | Kentucky Bluegrass |
| 75# | Hard Fescue |
| 10# | German or Browntop Millet |
| 500# | Fertilizer |
| 4000# | Limestone |

Areas Beyond the Mowing Pattern, Waste and Borrow Areas

August 1 - June 1

| | |
|-------|--------------------|
| 100# | Tall Fescue |
| 15# | Kentucky Bluegrass |
| 30# | Hard Fescue |
| 25# | Rye Grain |
| 500# | Fertilizer |
| 4000# | Limestone |

May 1 - September 1

| | |
|-------|---------------------------|
| 100# | Tall Fescue |
| 15# | Kentucky Bluegrass |
| 30# | Hard Fescue |
| 10# | German or Browntop Millet |
| 500# | Fertilizer |
| 4000# | Limestone |

Approved Tall Fescue Cultivars

| | | | |
|----------------------------|------------------------|--------------|--------------------|
| 2 nd Millennium | Duster | Magellan | Rendition |
| Avenger | Endeavor | Masterpiece | Scorpion |
| Barlexas | Escalade | Matador | Shelby |
| Barlexas II | Falcon II, III, IV & V | Matador GT | Signia |
| Barrera | Fidelity | Millennium | Silverstar |
| Barrington | Finesse II | Montauk | Southern Choice II |
| Biltmore | Firebird | Mustang 3 | Stetson |
| Bingo | Focus | Olympic Gold | Tarheel |
| Bravo | Grande II | Padre | Titan Ltd |
| Cayenne | Greenkeeper | Paraiso | Titanium |
| Chapel Hill | Greystone | Picasso | Tomahawk |
| Chesapeake | Inferno | Piedmont | Tacer |
| Constitution | Justice | Pure Gold | Trooper |
| Chipper | Jaguar 3 | Prospect | Turbo |
| Coronado | Kalahari | Quest | Ultimate |
| Coyote | Kentucky 31 | Rebel Exeda | Watchdog |
| Davinci | Kitty Hawk | Rebel Sentry | Wolfpack |
| Dynasty | Kitty Hawk 2000 | Regiment II | |
| Dominion | Lexington | Rembrandt | |

Approved Kentucky Bluegrass Cultivars

| | | | |
|---------|------------|-------------|----------|
| Alpine | Bariris | Envicta | Rugby |
| Apollo | Bedazzled | Impact | Rugby II |
| Arcadia | Bordeaux | Kenblue | Showcase |
| Arrow | Champagne | Midnight | Sonoma |
| Award | Chicago II | Midnight II | |

Approved Hard Fescue Cultivars

| | | | |
|----------|------------|------------|---------|
| Chariot | Nordic | Rhino | Warwick |
| Firefly | Oxford | Scaldis II | |
| Heron | Reliant II | Spartan II | |
| Minotaur | Reliant IV | Stonehenge | |

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, and Other Noxious Weeds)

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Croton, Smooth Croton, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

| Restricted Noxious Weed | Limitations per Lb. Of Seed | Restricted Noxious Weed | Limitations per Lb. of Seed |
|-------------------------|-----------------------------|---------------------------|-----------------------------|
| Blessed Thistle | 4 seeds | Cornflower (Ragged Robin) | 27 seeds |
| Cocklebur | 4 seeds | Texas Panicum | 27 seeds |
| Spurred Anoda | 4 seeds | Bracted Plantain | 54 seeds |
| Velvetleaf | 4 seeds | Buckhorn Plantain | 54 seeds |
| Morning-glory | 8 seeds | Broadleaf Dock | 54 seeds |
| Corn Cockle | 10 seeds | Curly Dock | 54 seeds |
| Wild Radish | 12 seeds | Dodder | 54 seeds |
| Purple Nutsedge | 27 seeds | Giant Foxtail | 54 seeds |
| Yellow Nutsedge | 27 seeds | Horsenettle | 54 seeds |
| Canada Thistle | 27 seeds | Quackgrass | 54 seeds |
| Field Bindweed | 27 seeds | Wild Mustard | 54 seeds |
| Hedge Bindweed | 27 seeds | | |

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

| | |
|--------------------------------------|----------------------------|
| Tall Fescue (all approved varieties) | Bermudagrass |
| Kobe Lespedeza | Browntop Millet |
| Korean Lespedeza | German Millet - Strain R |
| Weeping Lovegrass | Clover - Red/White/Crimson |
| Carpetgrass | |

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

| | |
|----------------------|-------------------|
| Centipedegrass | Japanese Millet |
| Crownvetch | Reed Canary Grass |
| Pensacola Bahiagrass | Zoysia |

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

| | | |
|-----------------|----------------|-----------------------------|
| Barnyard Grass | Bristly Locust | Birdsfoot Trefoil |
| Big Bluestem | Indiangrass | Orchardgrass |
| Little Bluestem | Switchgrass | Yellow Blossom Sweet Clover |

ERRATA

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} + 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

MINIMUM WAGES

FEDERAL The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

STATE The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees' wages at a rate of not less than SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It is the responsibility of the Contractor to keep himself fully informed of all Federal and State Laws affecting his contract.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BID FORM

WBS Element: 11C.006047

Contract Number: 11-02-505

Description: Grading, Drainage and Base on SR 1318 (McGuire Road) in Avery County, North Carolina

PAGE 1 OF 2

| LINE | ITEM NUMBER | SECT | DESCRIPTION | QUAN | UNIT | UNIT BID | AMOUNT BID |
|------|----------------|------|---------------------------------------|-------|------|----------|------------|
| 1 | 0000100000-N | 800 | Mobilization | 1 | LS | | |
| 2 | 0043000000-N | 226 | Comprehensive Grading | 1 | LS | | |
| 3 | 0335300000-E | SP | 18" Drainage Pipe | 60 | LFT | | |
| 4 | 0335400000-E | SP | 24" Drainage Pipe | 120 | LFT | | |
| 5 | 0343000000-E | SP | 15" Side Drain Pipe | 45 | LFT | | |
| 6 | 1121000000-E | 520 | Aggregate Base Course | 1,700 | TON | | |
| 7 | 1220000000-E | 545 | Incidental Stone Base | 100 | TON | | |
| 8 | 3574000000-E | 867 | Fence Reset- Various | 300 | LFT | | |
| 9 | 6000000000-E | 1605 | Temporary Silt Fence | 2,000 | LFT | | |
| 10 | 6009000000-E | 1610 | Stone for Erosion Control, Class B | 200 | TON | | |
| 11 | 6012000000-E | 1610 | Sediment Control Stone | 30 | TON | | |
| 12 | 6015000000-E | 1615 | Temporary Mulching | 1 | ACRE | | |
| 13 | 6018000000-E | 1620 | Seed for Temporary Seeding | 25 | LB | | |
| 14 | 6021000000-E | 1620 | Fertilizer for Temporary Seeding | 0.5 | TON | | |
| 15 | 6024000000-E | 1622 | Temporary Slope Drains | 50 | LF | | |
| 16 | 6030000000-E | 1630 | Silt Excavation | 400 | CYD | | |
| 17 | 6036000000-E | 1631 | Matting for Erosion Control | 400 | SYD | | |
| 18 | 6037000000-E | SP | Coir Fiber Mat | 100 | SYD | | |
| 19 | 6038000000-E | SP | Permanent Soil Reinforcement Mat | 1,000 | SYD | | |
| 20 | 6042000000-E | 1632 | ¼" Hardware Cloth | 50 | LFT | | |

Continued on Page 2

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BID FORM

WBS Element: 11C.006047

Contract Number: 11-02-505

Description: Grading, Drainage and Base on SR 1318 (McGuire Road) in Avery County, North Carolina

PAGE 2 OF 2

| LINE | ITEM NUMBER | SECT | DESCRIPTION | QUAN | UNIT | UNIT BID | AMOUNT BID |
|------|----------------|------|--------------------|------|------|----------|------------|
| 21 | 6071010000-E | SP | Wattles | 600 | LFT | | |
| 22 | 6071020000-E | SP | Polyacrylamide | 5 | LBS | | |
| 23 | 6071030000-E | SP | Coir Fiber Baffles | 180 | LFT | | |
| 24 | 6071050000-E | SP | Skimmer | 2 | EA | | |
| 25 | 6084000000-E | 1660 | Seeding & Mulching | 3.0 | ACR | | |

TOTAL BID FOR PROJECT: _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by _____ *(date)* _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20_____.

Signature of Notary Public

NOTARY SEAL

of _____ County.

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

By _____

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20_____.

Signature of Notary Public

NOTARY SEAL

of _____ County.

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

| | |
|--------------------------------------|--------------------------------------|
| _____ Full Name of Firm | |
| _____ Address as Prequalified | |
| _____ Signature of Witness | _____ Signature of Manager |
| | Individually |
| _____ Print or type Signer's name | _____ Print or type Signer's name |

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20_____.

Signature of Notary Public

of _____ County.

State of _____

My Commission Expires: _____

NOTARY SEAL

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this the
_____ day of _____, 20_____.

Signature of Notary Public
of _____ County.
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this the
_____ day of _____, 20_____.

Signature of Notary Public
of _____ County.
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this the
_____ day of _____, 20_____.

Signature of Notary Public
of _____ County.
State of _____
My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20_____.

Signature of Notary Public

NOTARY SEAL

of _____ County.

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual Name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20_____.

Signature of Notary Public

NOTARY SEAL

of _____ County.

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d.** Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e.** Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

Contract No: 11-02-505

County: Avery

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

BOONE DISTRICT OFFICE

LYNDO TIPPETT
SECRETARY

October 2nd, 2008

AVERY COUNTY

MEMORANDUM TO: Heath Slaughter
Division Environmental Officer

FROM: M.L. Poe, P. E. *M.L. Poe*
District Engineer

SUBJECT: Permit for SR-1318 (McGuire Rd)
Project No. 11C.006047

We are proposing to widen SR-1318 (McGuire Rd) in Avery County. You have looked at this road in 2004 and agreed that it required no permits.

I am sending a Minimum Criteria Checklist, a sketch with proposed erosion control, notes on pipe installation, general notes on erosion control, topo map, and a marked county map.

Should you have any questions on this information please give Greg Kirby or myself a call. Your assistance in this matter would be appreciated.

MLP: gk

Cc: File

Heath Slaughter

Subject: SR 1318, McGuire Road, Avery

Date: Tue, 05 Oct 2004 08:15:12 -0400

From: "Heath Slaughter" <hslaughter@dot.state.nc.us>

Organization: North Carolina Department of Transportation

To: Kipp Turner <kturner@dot.state.nc.us> , Ken Lisk <Klisk@dot.state.nc.us> ,

"Ivan H. Dishman" <idishman@dot.state.nc.us> ,

Jerry J Combs <jjcombs@dot.state.nc.us>

CC: Staci S Hining <sshining@dot.state.nc.us>

✓

Gentlemen;

We have inspected SR 1318 and concur that no permits are required. Pave away when ready.

Heath



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

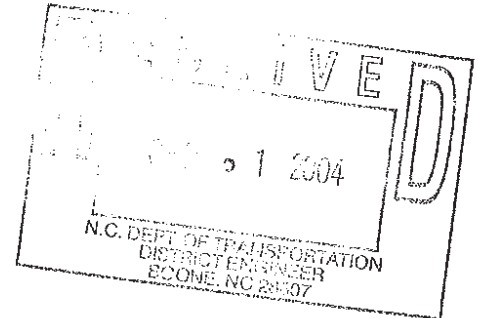
August 26, 2004

LYNDO TIPPETT
SECRETARY

WBS ELEMENT: 11C.006015
COUNTY: Avery
DESCRIPTION: Improvement of SR-1318, McGuire Road

MEMORANDUM TO: Mr. Kipp Turner, P. E.
District Engineer

FROM: Jimmy L. Caudle
Division Right of Way Agent



Per your memorandums dated February 2, 2004, April 20, 2004 (Revised), and April 28, 2004 (Revised), this is to advise that a 50-ft. right of way has been secured for the above referenced project. As noted on the straight line, there will be a paved ditch located between approximate Survey Stations 12+70 to 14+25 (rt.). A copy of the revised straight line sketch has been enclosed for your information. The following agreements contain special provisions:

Parcel 006 SR1318 001 – William G. Cook and wife, Florence Cook - Special provisions concern a sight distance located at approximate Survey Station 0+00 and an 8' reduction in right of way located northwesterly (left) between approximate Survey Stations 0+72 and 1+63.

Parcel 006 SR1318 001A – Marlene M. Cook, Widow; and Freda Cook Sanders, Divorced - Special provisions concern a sight distance located at approximate Survey Station 0+00 and an 8' reduction in right of way located northwesterly (left) between approximate Survey Stations 0+72 and 1+63.

Parcel 006 SR1318 001B – Mary Cook Key and husband, Franklin D. Key - Special provisions concern a sight distance located at approximate Survey Station 0+00 and an 8' reduction in right of way located northwesterly (left) between approximate Survey Stations 0+72 and 1+63.

Parcel 006 SR1318 001C – Ted Cook and wife, Elwanda Cook - Special provisions concern a sight distance located at approximate Survey Station 0+00 and an 8' reduction in right of way located northwesterly (left) between approximate Survey Stations 0+72 and 1+63.

Parcel 006 SR1318 004 – Marshal Estep and wife, Mary Lois Estep – Special provisions concern the resetting of fencing, drainage pipes that will be placed at approximate Survey Stations 8+88 (existing), 16+05 (existing), 18+00 (new), and 20+40 (new), the reconnection of a driveway located at approximate Survey Station 7+00 (left), and an ornamental hedge located northerly (left) of approximate Survey Stations 13+30 to 13+90 that may remain at its present location at this time.

Parcel 006 SR1318 005 – Gloria T. Gray and husband, William Gray – Special provision concerns the removal (by the property owners) of an ornamental hedge located southerly (right) of approximate Survey Stations 11+04 to 11+53 and the private power pole located southerly (right) of approximate Survey Station 12+45.

Parcel 006 SR1318 006 – Gary Redden and wife, Betty Redden; and Mary M. Gray, Widow (Life Estate) – Special provision concerns the installation of a paved ditch to be installed by the DOT to be located between approximate Survey Stations 12+70 to 14+25 (right).

Parcel 006 SR1318 007 – William G. Cook and wife, Florence Cook – Special provision concerns a 15' turn around located southwesterly (right) between approximate Survey Stations 20+25 and 20+45.

Page 2 of 2
Mr. Kipp Turner, P. E.
Avery County
Project 11C.006015
SR-1318, McGuire Road
August 26, 2004

Please Note:

Parcel 006 SR1318 004 – Marshal Estep and wife, Mary Lois Estep – Please contact the property owners regarding their driveway and the drainage pipe at the end of the road.

Parcel 006 SR1318 005 – Gloria T. Gray and husband, William Gray – Please be advised that the property owner has a dog buried on the bank, near their driveway.

If further information is needed, please advise.

JLC/drv

cc: Mr. M. A. Pettyjohn

Attachments



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

August 26, 2004

LYNDO TIPPETT
SECRETARY

WBS ELEMENT: 11C.006015
COUNTY: Avery
DESCRIPTION: Improvement of SR-1318, McGuire Road
SUBJECT: Utility Conflict

Mountain Electric Membership Corporation
P. O. Box 1240
Newland, NC 28657

Gentlemen:

An inspection of the above conflict was held on July 20, 2004, by Mr. Dudley Harris of your company, Jerry Combs and Frankie Ruppard of the Avery County Maintenance office, and Brandon Greer of this office. At this time, it was determined that the facilities located at approximate Survey Station **12+80** are in conflict with this project. These facilities will be relocated at the expense of the NC Department of Transportation provided you have right of way for same. Please furnish copies of your recorded right of way agreements or affidavit indicating when your facilities were installed. We will, in turn, request your estimate and authorize the relocation of said facilities.

If you have any questions concerning this matter, please feel free to call me at 336/667-9114 in North Wilkesboro. I am, by copy of this letter, requesting the District Engineer to contact you prior to construction.

Thank you for your cooperation in this matter.

Very truly yours,

Jimmy L. Caudle
Division Right of Way Agent

JLC/drv

cc: Mr. M. A. Pettyjohn
Mr. Kipp Turner

NC DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
P. O. BOX 250
NORTH WILKESBORO, NC 28659

TELEPHONE: 336-667-9114
FAX: 336-667-1296
WEBSITE: WWW.DOIT.DOT.STATE.NC.US

922 C STREET
SUITE 201
NORTH WILKESBORO, NC



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

August 26, 2004

LYNDO TIPPETT
SECRETARY

WBS ELEMENT: 11C.006015
COUNTY: Avery
DESCRIPTION: Improvement of SR-1318, McGuire Road
SUBJECT: **Utility Conflict**

Skyline Telephone Membership Corporation
P. O. Box 759
West Jefferson, NC 28694

Gentlemen:

An inspection of the above conflict was held on July 20, 2004, by Mr. Ken Lawrence of your company, Jerry Combs and Frankie Ruppard of the Avery County Maintenance office, and Brandon Greer of this office. At this time, it was determined that the facilities located at approximate Survey Station **12+80** are in conflict with this project. These facilities are located within the Department of Transportation's existing maintained right of way. Therefore, it was agreed that these facilities would be relocated at the expense of Skyline Telephone Membership Corporation.

If you have any questions concerning this matter, please feel free to call me at 336/667-9114 in North Wilkesboro. I am, by copy of this letter, requesting the District Engineer to contact you prior to construction.

Thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in black ink that reads "Jimmy L. Caudle".

Jimmy L. Caudle
Division Right of Way Agent

JLC/drv

cc: Mr. M. A. Pettyjohn
Mr. Kipp Turner



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

August 26, 2004

LYNDO TIPPETT
SECRETARY

WBS ELEMENT: 11C.006015
COUNTY: Avery
DESCRIPTION: Improvement of SR-1318, McGuire Road
SUBJECT: **Claim of Gloria T. Gray and husband, William Gray
Parcel 006 SR1318 005**

Mr. & Mrs. William Gray
210 McGuire Road
Elk Park, NC 28622-0000

Dear Mr. & Mrs. Gray:

This is to advise that all right of way has been secured for the above improvement. This will be your authorization to remove the **ornamental hedge** located (right) southerly of approximate Survey Stations **11+04** to **11+53** and the **private power pole** located (right) southerly of approximate Survey Station **12+45** from the right of way. As agreed, you will please accomplish this work within **thirty (30)** days from receipt of this letter.

When your work has been completed, please notify this office. We will inspect the area and advise the District Engineer that the right of way is clear.

If you have any questions concerning this matter, please feel free to call me at 336/667-9114 in North Wilkesboro. Thank you for your cooperation in this matter.

Sincerely,

Jimmy L. Caudle
Division Right of Way Agent

JLC/drv

cc: Mr. M. A. Pettyjohn
Mr. Kipp Turner



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

P.O. Box 25201, RALEIGH, NC 27611-5201
PHONE (919) 733-2520

LYNDO TIPPETT
SECRETARY

April 28, 2004

AVERY COUNTY

MEMORANDUM TO: Mr. Jimmy Caudle
Division Right of Way Agent

FROM: Kipp Turner P. E. *Kipp Turner (Signature)*
District Engineer

SUBJECT: Revised ROW
SR 1318 – McGuire Rd.

I am attaching two (2) copies of the revised straight-line sketch sheets 1, 3, and 4 of 5 for this project. Please note that the pole data sheets have not changed.

Please note that the straight-line has been revised to show a paved ditch between Survey Stations 12+70 to 14+25 (Rt.).

If further information is required, please let me know.

NKT:ID:bg

Attachments

cc: Mike Pettyjohn P.E., Division Engineer
Kevin Whittington, County Maintenance Engineer

P. O. BOX 1460, BOONE, NC 28607
PHONE (828) 265-5380 FAX (828) 265-5414



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

P.O. BOX 25201, RALEIGH, NC 27611-5201
PHONE (919) 733-2520

LYNDO TIPPETT
SECRETARY

April 20, 2004

AVERY COUNTY

MEMORANDUM TO: ~~Mr. Jimmy Caudle~~
Division Right of Way Agent

FROM: Kipp Turner P. E. *Kipp Turner*
District Engineer

SUBJECT: Revised ROW
SR 1318 – McGuire Rd.

I am attaching two (2) copies of the revised straight-line sketch sheets 1 and 5 of 5 for this project. Please note that the pole data sheets have not changed.

Please note that the straight-line has been revised to show the new turnaround location. Said turnaround has been relocated to approximate Survey Stations 20+45 to 20+75 (Rt.)

If further information is required, please let me know.

NKT:ID:id

Attachments

cc: Mike Pettyjohn P.E., Division Engineer
Kevin Whittington, County Maintenance Engineer

P. O. BOX 1460, BOONE, NC 28607
PHONE (828) 265-5380 FAX (828) 265-5414



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

BOONE DISTRICT OFFICE
February 2, 2004

LYNDO TIPPETT
SECRETARY

AVERY COUNTY

RECEIVED
N.C. DEPT OF TRANSPORTATION

FEB 04 2004

RIGHT OF WAY BRANCH
DIVISION 11

MEMORANDUM TO: Mr. Jimmy Caudle
Division Right of Way Agent

FROM: Kipp Turner P.E. *Kipp Turner*
District Engineer

SUBJECT: Proposed Improvement **SR 1318 - McGuire Rd.**
Project: 11C.006015 (R/W)
Grade, Drain, Base and Pave

For your use in acquiring 50 feet of right of way, I am attaching two copies each of the straight-line sketch, typical section, pole data sheets, tax map, and marked county map. The project will consist of grading, drainage, applying base and paving the road.

Sight distance triangles (150' x 50') are needed at the intersection with SR 1316. There is a proposed Right of Way reduction between stations 0+87 to 1+63 Lt.. Please note that the following obstructions will be removed during construction of the project:

| Description | Survey Stations |
|------------------|--------------------|
| 4-Ft. Wide Steps | 0+75 Lt. |
| Ornamental Hedge | 11+04 to 11+53 Rt. |
| Ornamental Hedge | 13+30 to 13+90 Lt. |

All fences and posts will be relocated off the right of way by the state. Paved and concrete drives may have to be cut during construction and tied back with AST.

We are requesting the Right of Way acquisition process to be completed by August 2, 2004.

If further information is required, please let me know.

NKT:ID:id

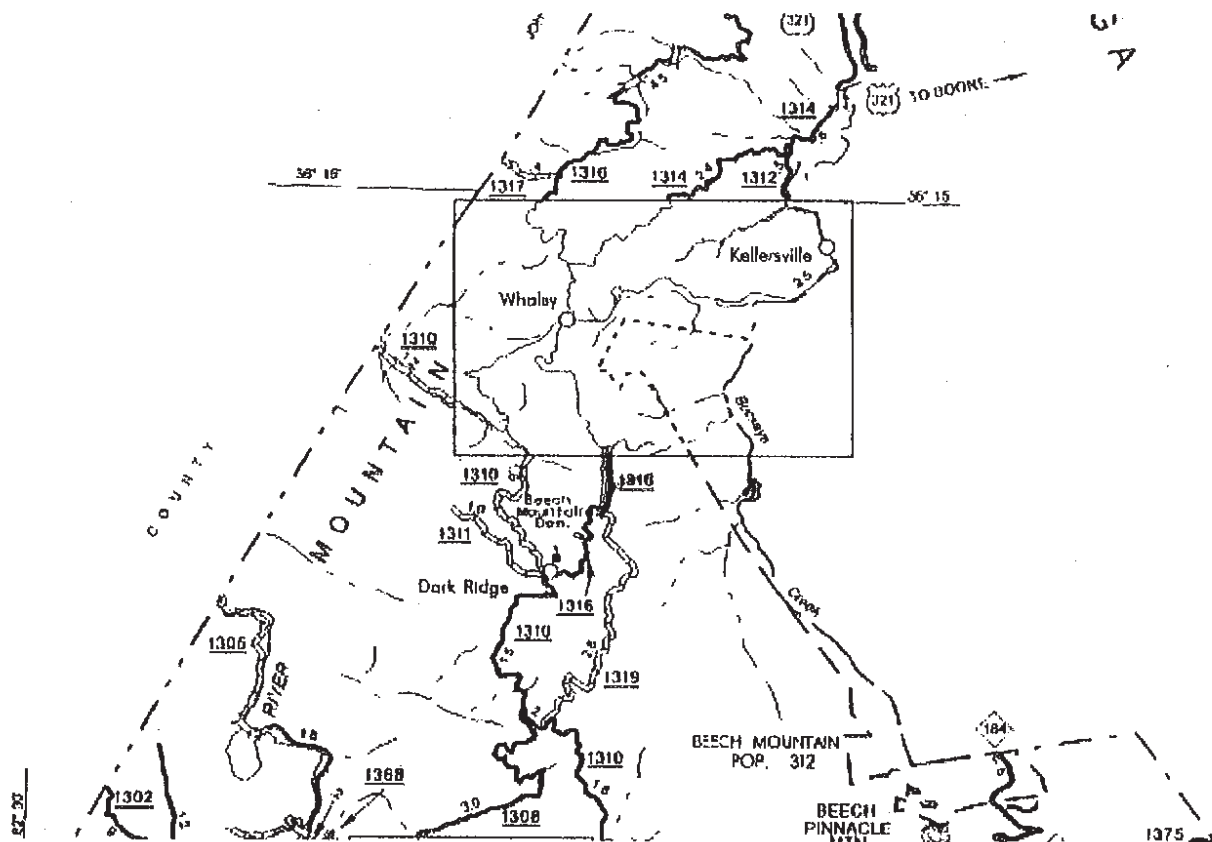
Attachments

cc: C. C. Reinhardt PE, Division Maintenance Engineer
Kevin Whittington, County Maintenance Engineer

SR 1318

McGUIRE RD

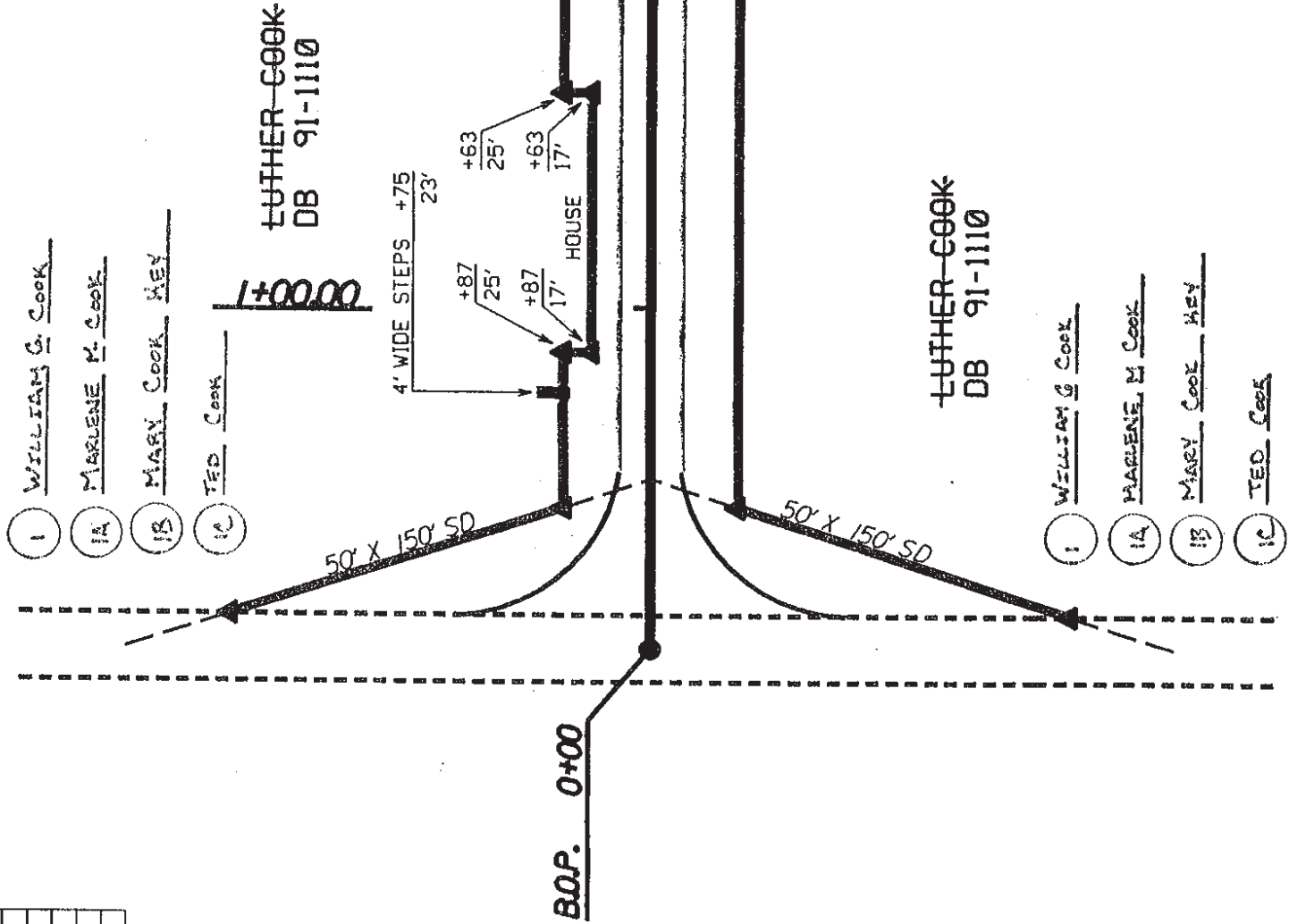
AVERY COUNTY



| |
|------|
| REV. |
| |
| |
| |
| |
| |
| |
| |

REVISED-4-16-04-RELOCATED TURNAROUND
REVISED 4-20-04 SHOWED PAVED DITCH ON STRAIGHTLINE

| | |
|-----------------|---|
| PROJECT: | HC.D06015(R/W) |
| ROAD: | SR 1318 MCGUIRE RD |
| COUNTY: | AVERY COUNTY |
| TYPE: | GRADE, DRAIN, BASE, AND PAVE (0.39 MI) |
| SCALE: 1" = 50' | SHEET 1 OF 5 DATE: 1-29-04 |



| |
|------|
| REV. |
| |
| |
| |
| |
| |
| |
| |
| |
| |

HARLOO JOHNSON
DB 277-1538

5+00.00

4+00.00

COLIN KEITH JOHNSON

(3)

(3)

MARSHALL ESTEP
DB 169-1559

6+00.00

7+00.00

8+00.00

9+00.00

MATCH

LINE

MATCH

LINE

+69

+18

HELEN SPENCER
NOF

(2)

GEORGE T. CRAW

(5)

| |
|------|
| REV. |
| |
| |
| |
| |
| |
| |
| |
| |
| |

SHEET 3 OF 5

MARSHALL ESTEP
DB 169-1559

MARSHALL ESTEP

9+00.00

10+00.00

11+00.00

12+00.00

13+00.00

14+00.00

MATCH

MATCH

LINE

LINE

+25
25'

3SBW

+17
16'

ORNAMENTAL HEDGE

+30
16'

+90
15'

+04
14'

+53
14'

+45
19'

+70

PROP. PAVED DITCH

G. GLORIA GRAY
DB 170-1275

G. GRAY REDDEN
DB 177-1429

(4)

(5)

(5)

(6)

| |
|------|
| REV. |
| |
| |
| |
| |
| |
| |
| |
| |
| |

SHEET 4 OF 5

MARSHALL
ESTEP

19+00.00



MATCH

LINE

WILSON & COOK



+40

18+00.00

MARSHALL ESTEP
DB 207-237

17+00.00



16+00.00

15+00.00

GRAY REDDEN
DB 177-1429



+25

14+00.00

MATCH

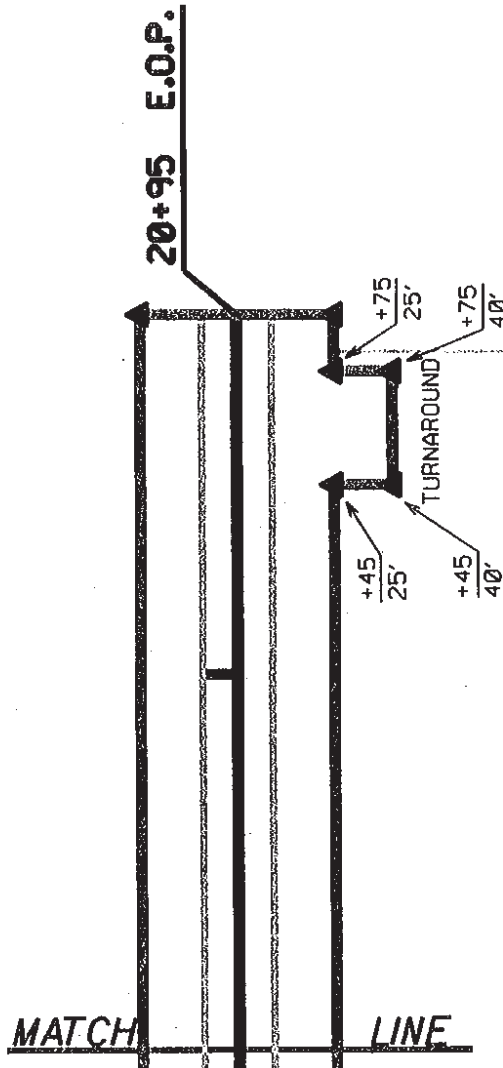
LINE

| |
|---------|
| REV. |
| 4-16-04 |
| |
| |
| |
| |
| |
| |

MARSHALL ESTEP
DB 169-1559

20+00.00

19+00.00



WILLIAM COOK
DB 295-161

HELEN S. SPENCER

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Brandon S. Caudle CHECKED BY _____

RETURN TO: Jimmy L. Caudle
Division Right of Way Agent
P. O. Box 250
North Wilkesboro, NC 28659

NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Beech Mtn.

PARCEL 006 SR1318 001
PROJECT 11C.006015
SECONDARY ROAD 1318
McGuire Road

the undersigned owners of that certain property described in Deed Book 91 at Page 1110 in the Register of Deeds Office of Avery County, and bounded by _____ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

This agreement also includes additional right of way at the intersection located at approximate Survey Station 0+00, described as follows: Beginning at the intersection of the center line of the project with the center line of SR-1316, measure 150 feet in both westerly and southwesterly directions along the center line of SR-1316 setting Points A and B. Beginning again at said intersection, measure 50 feet northeasterly along the center line of the project, setting Point C. The additional right of way comprises the triangle bounded by connecting Points A, B, and C with straight lines.

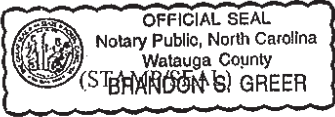

It is herein agreed that the right of way described above is reduced 8 feet on the northwesterly (left) of the center line between Survey Stations 0+72 and 1+63, due to a house & steps.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 16th day of April, 2004.

(SEAL) Florence Cook (SEAL)
William B Cook (SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

| | |
|--|--|
|  <p>OFFICIAL SEAL Notary Public, North Carolina Watauga County (STAMPED) BRANDON S. GREER</p> | <p>STATE OF <u>NORTH CAROLINA</u> COUNTY OF <u>AVERY</u></p> <p>I, <u>Brandon S. Greer</u> a Notary Public of <u>Watauga</u> County and aforesaid State do hereby certify that <u>William G. Cook and wife, Florence Cook</u> GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>16th</u> day of <u>April, 2004</u>.</p> <p>My Commission Expires: <u>8-16-04</u></p> <p> _____ NOTARY PUBLIC</p> |
|--|--|

| | |
|--|--|
| STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are | |
| certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o' clock _____ M. | |
| _____, REGISTER OF DEEDS FOR _____ COUNTY | |
| BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS | |

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Brendan S. Caudle CHECKED BY _____

RETURN TO: Jimmy L. Caudle
Division Right of Way Agent
P. O. Box 250
North Wilkesboro, NC 28659

NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Beech Mtn.

PARCEL 006 SR1318 C.O.A.
PROJECT 11C.006015
SECONDARY ROAD 1318
McGuire Road

the undersigned owners of that certain property described in Deed Book 91 at Page 1110 in the Register of Deeds Office of Avery County, and bounded by _____ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-foot in width measured 25-foot on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.


This agreement also includes additional right of way at the intersection located at approximate Survey Station 0+00, described as follows: Beginning at the intersection of the center line of the project with the center line of SR-1316, measure 150 feet in both westerly and southwesterly directions along the center line of SR-1316 setting Points A and B. Beginning again at said intersection, measure 50 feet northeasterly along the center line of the project, setting Point C. The additional right of way comprises the triangle bounded by connecting Points A, B, and C with straight lines.

It is herein agreed that the right of way described above is reduced 8 feet on the northwesterly (left) of the center line between Survey Stations 0+72 and 1+63, due to a house & steps.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 20th day of April, 2004.

Marlene M. Carl (SEAL) _____ (SEAL)
Knoda Cook Sanders (SEAL) _____ (SEAL)
_____(SEAL) _____(SEAL)

| | |
|---|--|
|  (STAMP/SEAL) | STATE OF <u>NC</u> COUNTY OF <u>Forsyth</u> I, <u>Connie T. Miller</u> a Notary Public of <u>Forsyth</u> County and aforesaid State do hereby certify that <u>Marlene M. Cook</u> <u>and Freda Cook Sanders</u> GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>20</u> day of <u>April</u> , 20 <u>04</u> . My Commission Expires: <u>11-21-04</u> <u>Connie T. Miller</u> NOTARY PUBLIC |
|---|--|

| |
|--|
| STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o' clock _____ M. _____, REGISTER OF DEEDS FOR _____ COUNTY BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS |
|--|

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Brandon S. Green CHECKED BY _____

RETURN TO: Jimmy L. Caudle
Division Right of Way Agent
P. O. Box 250
North Wilkesboro, NC 28659

NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Beech Mtn.

PARCEL 006 SR1318 C.V.B.
PROJECT 11C-006015
SECONDARY ROAD 1318
McGuire Road

the undersigned owners of that certain property described in Deed Book 91 at Page 1110 in the Register of Deeds Office of Avery County, and bounded by _____ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

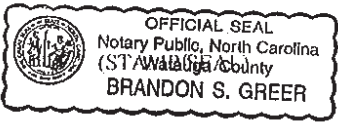
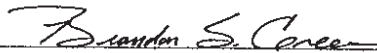
This agreement also includes additional right of way at the intersection located at approximate Survey Station 0+00, described as follows: Beginning at the intersection of the center line of the project with the center line of SR-1316, measure 150 feet in both westerly and southwesterly directions along the center line of SR-1316 setting Points A and B. Beginning again at said intersection, measure 50 feet northeasterly along the center line of the project, setting Point C. The additional right of way comprises the triangle bounded by connecting Points A, B, and C with straight lines.

It is herein agreed that the right of way described above is reduced 8 feet on the northwesterly (left) of the center line between Survey Stations 0+72 and 1+63, due to a house & steps.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 11th day of April, 2004.

Mary Cook Key (SEAL) Franklin D. Key (SEAL)
_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

| | |
|--|---|
|  <p>OFFICIAL SEAL Notary Public, North Carolina (Watauga County) BRANDON S. GREER</p> | <p>STATE OF <u>NORTH CAROLINA</u> COUNTY OF <u>AVERY</u></p> <p>I, <u>Brandon S. Greer</u> a Notary Public of <u>Watauga</u> County and aforesaid State do hereby certify that <u>Mary Cook Key and husband, Franklin D. Key</u> GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>16th</u> day of <u>April, 2004</u>.</p> <p>My Commission Expires: <u>8-16-04</u></p> <p> NOTARY PUBLIC</p> |
|--|---|

| | |
|--|--|
| <p>STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are</p> <p>certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o' clock _____ M.</p> <p>_____, REGISTER OF DEEDS FOR _____ COUNTY</p> <p>BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS</p> | |
|--|--|

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Brandon S. Carter CHECKED BY _____

RETURN TO: Jimmy L. Caudle
Division Right of Way Agent
P. O. Box 250
North Wilkesboro, NC 28659

NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Beech Mtn.

PARCEL 006 SR1318 0000
PROJECT 11C.006015
SECONDARY ROAD 1318
McGuire Road

the undersigned owners of that certain property described in Deed Book 91 at Page 1110 in the Register of Deeds Office of Avery County, and bounded by _____ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

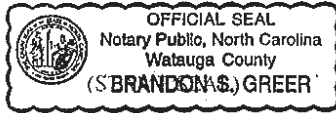
This agreement also includes additional right of way at the intersection located at approximate Survey Station 0+00, described as follows: Beginning at the intersection of the center line of the project with the center line of SR-1316, measure 150 feet in both westerly and southwesterly directions along the center line of SR-1316 setting Points A and B. Beginning again at said intersection, measure 50 feet northeasterly along the center line of the project, setting Point C. The additional right of way comprises the triangle bounded by connecting Points A, B, and C with straight lines.

It is herein agreed that the right of way described above is reduced 8 feet on the northwesterly (left) of the center line between Survey Stations 0+72 and 1+63, due to a house & steps.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 16th day of April, 20 04.

James Cook (SEAL) Edwanda Cook (SEAL)
____ (SEAL) _____ (SEAL)
____ (SEAL) _____ (SEAL)



STATE OF NORTH CAROLINA COUNTY OF AVERY

I, Brandon S. Greer a Notary Public of Watauga County and aforesaid State do hereby certify that Ted Cook and wife, Elwanda Cook GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 16th day of April, 2004.

My Commission Expires: 8-16-04

Brandon S. Greer

NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are
certified to be correct. This instrument and this certificate are duly registered on the _____ day of
_____, 20____ in Book _____, Page _____ at _____ o' clock _____ M.
_____, REGISTER OF DEEDS FOR _____ COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Brendan S. Green CHECKED BY _____

RETURN TO: Jimmy L. Caudle
Division Right of Way Agent
P. O. Box 250
North Wilkesboro, NC 28659

NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Beech Mtn.

PARCEL 006 SR1318 0064
PROJECT 11C.006015
SECONDARY ROAD 1318
McGuire Road

the undersigned owners of that certain property described in Deed Book 169 at Page 1559, Deed Book 207 at Page 237, Deed Book 169 at Page 1557 in the Register of Deeds Office of Avery County, and recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

It is herein agreed that the ornamental hedge located northerly (left) of approximate Survey 13+30 to 13+90 and within the above described right of way may remain at its present location during construction of the project. It is further agreed that if said ornamental hedge should become a hazard to the traveling public or roadway in the future, then the North Carolina Department of Transportation shall have the right to trim and/or cut and remove said ornamental hedge from the right of way at their discretion and the undersigned property owners will have no further claim as a result thereof.

The undersigned property owners request that the Department of Transportation enter upon our lands outside the above described right of way and/or easement area, for the purpose of resetting the fencing located within the right of way of the above project. Said fencing to be reset by the Department or its designated contractor during the construction of the above project, using materials from the existing fencing or materials furnished by the undersigned, and the undersigned shall have no claim as a result thereof.

It is understood and agreed that drainage pipes will be placed at approximate Survey Stations 8+88 (existing), 16+05 (existing), 18+00 (new) and 20+40 (new) during construction of this project.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described at approximate Survey Station 7+00 (left) to the extent that is necessary to reconnect our driveway, and we will have no claim as a result of the reconnection of said driveway.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 10 day of June, 2004.

Marshall Estep (SEAL)

Mary Lois Estep (SEAL)

____ (SEAL) _____ (SEAL)



STATE OF North Carolina COUNTY OF Avery

I, Brandon S. Greer a Notary Public of Watauga County
and aforesaid State do hereby certify that Marshall Estep and wife, Mary Lois Estep

GRANTORS, personally appeared before me this day and acknowledged the
execution of the foregoing instrument. Witness my hand and official stamp or seal,
this the 10 day of June, 2004.

My Commission Expires: 8-16-04

Brandon S. Greer
NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____
is/are

certified to be correct. This instrument and this certificate are duly registered on the _____ day of
_____, 20__ in Book _____, Page _____ at _____ o'clock _____ M.

_____, REGISTER OF DEEDS FOR _____ COUNTY

BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Brendan S. Caudle CHECKED BY _____

RETURN TO: Jimmy L. Caudle
Division Right of Way Agent
P. O. Box 250
North Wilkesboro, NC 28659

NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Beech Mtn.

PARCEL 006 SR1318 005
PROJECT 11C.006015
SECONDARY ROAD 1318
McGuire Road

the undersigned owners of that certain property described in Deed Book 170 at Page 1275 in the Register of Deeds Office of Avery County, and bounded by _____ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

It is further herein agreed that the ornamental hedge located southerly (right) of approximate Survey Stations 11+04 to 11+53 and the private power pole located southerly (right) of approximate Survey Station 12+45 and within the above-described right of way will be removed from the right of way by the undersigned at no expense to the Department of Transportation. It is further agreed that if said improvement is not removed from the right of way within 30 days from the date of notification to move, the Department of Transportation shall have the right to dispose of same at its discretion, and the undersigned will have no further claim as a result thereof.


There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 22nd day of March, 2004.

Gloria S. Gray (SEAL) William Gray (SEAL)

_____(SEAL) _____(SEAL)

_____(SEAL) _____(SEAL)

| | |
|---|---|
|  | STATE OF <u>North Carolina</u> COUNTY OF <u>Avery</u> |
| | I, <u>Brandon S. Greer</u> a Notary Public of <u>Watauga</u> County |
| | and aforesaid State do hereby certify that |
| | <u>Colonia F. Coray and husband, William Coray</u> |
| | GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>22nd</u> day of <u>March</u> , 20 <u>04</u> . |
| | My Commission Expires: <u>8-16-04</u> |
| | <u>Brandon S. Greer</u> NOTARY PUBLIC |

| |
|--|
| STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are |
| certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20____ in Book _____, Page _____ at _____ o' clock _____ M. |
| _____, REGISTER OF DEEDS FOR _____ COUNTY. |
| BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS |

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Bruce S. Green CHECKED BY _____

RETURN TO: Jimmy L. Caudle
Division Right of Way Agent
P. O. Box 250
North Wilkesboro, NC 28659

NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Beech Mtn.

PARCEL 006 SR1318
PROJECT 11C.006015
SECONDARY ROAD 1318
McGuire Road

the undersigned owners of that certain property described in Deed Book 133 at Page 429 in the Register of Deeds Office of Avery County, and bounded by _____ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

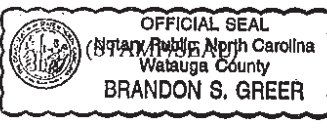
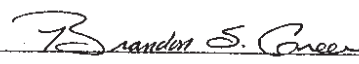
It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

It is understood and agreed that a paved ditch will be installed on the property of the undersigned between approximate Survey Stations 12+70 to 14+25 (right).

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 14th day of June, 2004.

Larry Riddin (SEAL) _____ (SEAL)
Betty Riddin (SEAL) _____ (SEAL)
Mary M. Gray (SEAL) _____ (SEAL)

| | |
|---|---|
|  | STATE OF <u>North Carolina</u> COUNTY OF <u>Avery</u> |
| | I, <u>Brandon S. Greer</u> a Notary Public of <u>Watauga</u> County |
| | and aforesaid State do hereby certify that _____ |
| | <u>Coary Redden and wife, Mary Redden;</u> |
| | <u>Mary M. Coray (widow) (life estate)</u> |
| | GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>14</u> day of <u>JUNE</u> , 20 <u>04</u> . |
| | My Commission Expires: <u>8-16-04</u> |
| |  NOTARY PUBLIC |

| |
|--|
| STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are |
| certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o' clock _____ M. |
| _____, REGISTER OF DEEDS FOR _____ COUNTY |
| BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS |

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Brandon S. Coker CHECKED BY _____

RETURN TO: Jimmy L. Caudle
Division Right of Way Agent
P. O. Box 250
North Wilkesboro, NC 28659

NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Beech Mtn.

PARCEL 006 SR1318
PROJECT 11C.006015
SECONDARY ROAD 1318
McGuire Road

the undersigned owners of that certain property described in Deed Book 295 at Page 161 in the Register of Deeds Office of Avery County, and bounded by _____ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.


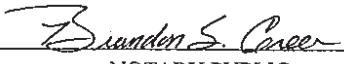
It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

This agreement includes additional right of way for a turn around 15 feet in width located adjacent to and southwesterly (right) of the above described 25-foot right of way between Survey Stations 201.50 and 201.80 of the above project.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 16th day of April, 2004.

William G Cook (SEAL) Florence Cook (SEAL)
_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

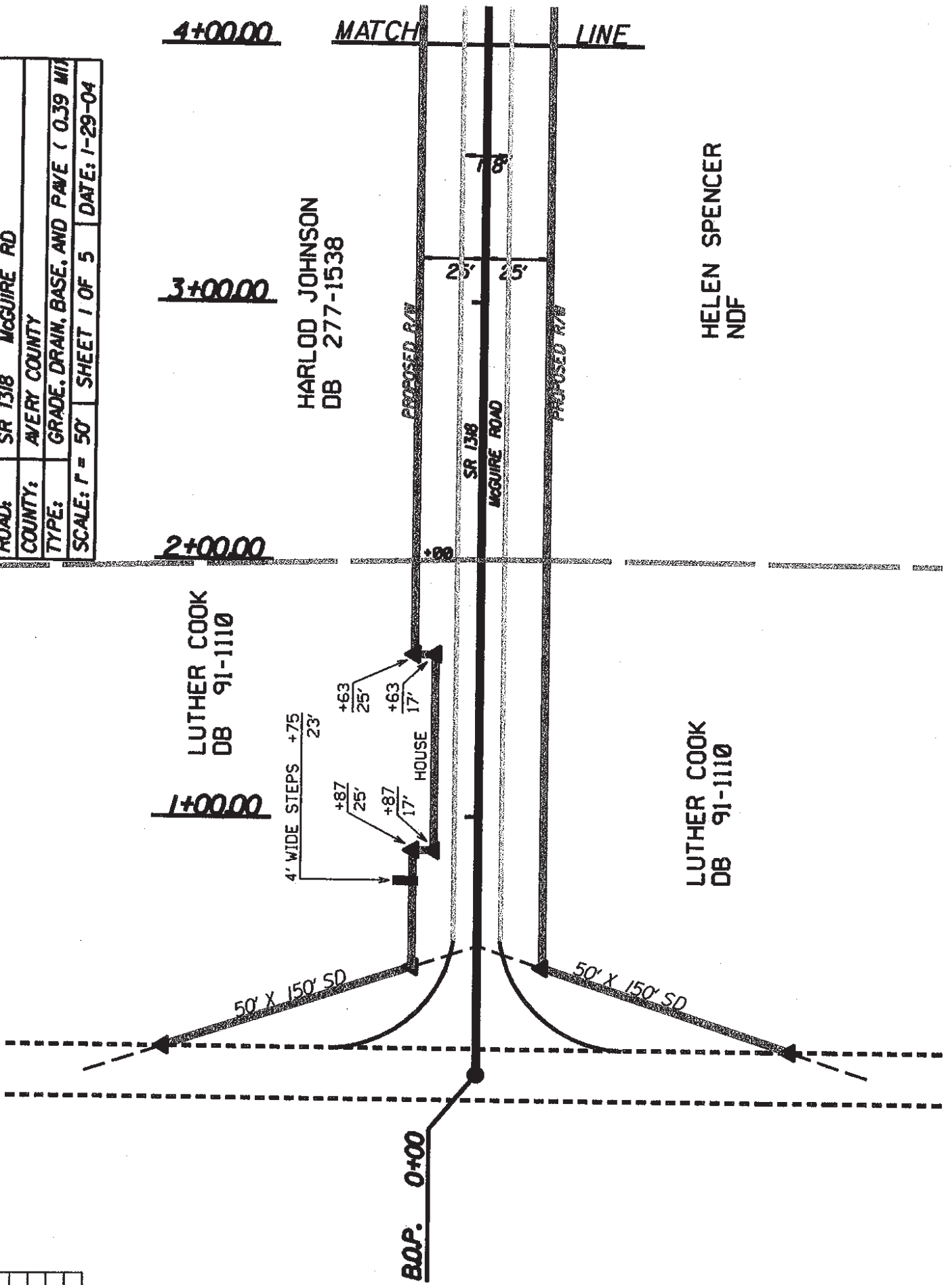
| | |
|---|--|
|  | <p>STATE OF <u>NORTH CAROLINA</u> COUNTY OF <u>AVERY</u></p> <p>I, <u>Brandon S. Greer</u> a Notary Public of <u>Watauga</u> County and aforesaid State do hereby certify that <u>William G. Cook and wife, Florence Cook</u> GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>16th</u> day of <u>April, 2004</u>.</p> <p>My Commission Expires: <u>8-16-04</u></p> <p> NOTARY PUBLIC</p> |
|---|--|

| | |
|--|--|
| <p>STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are</p> <p>certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20____ in Book _____, Page _____ at _____ o' clock _____ M.</p> <p>_____, REGISTER OF DEEDS FOR _____ COUNTY</p> <p>BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS</p> | |
|--|--|

REVISED-4-16-04-RELOCATED TURNAROUND
 REVISED 4-20-04 SHOWED PAVED DITCH ON STRAIGHTLINE

| |
|------|
| REV. |
| |
| |
| |
| |
| |
| |
| |

| | |
|-----------------|---|
| PROJECT: | 11C.006015(R/W) |
| ROAD: | SR 1318 MCGUIRE RD |
| COUNTY: | AVERY COUNTY |
| TYPE: | GRADE, DRAIN, BASE, AND PAVE (0.39 MI) |
| SCALE: 1" = 50' | SHEET 1 OF 5 |
| DATE: | 1-29-04 |



LINE

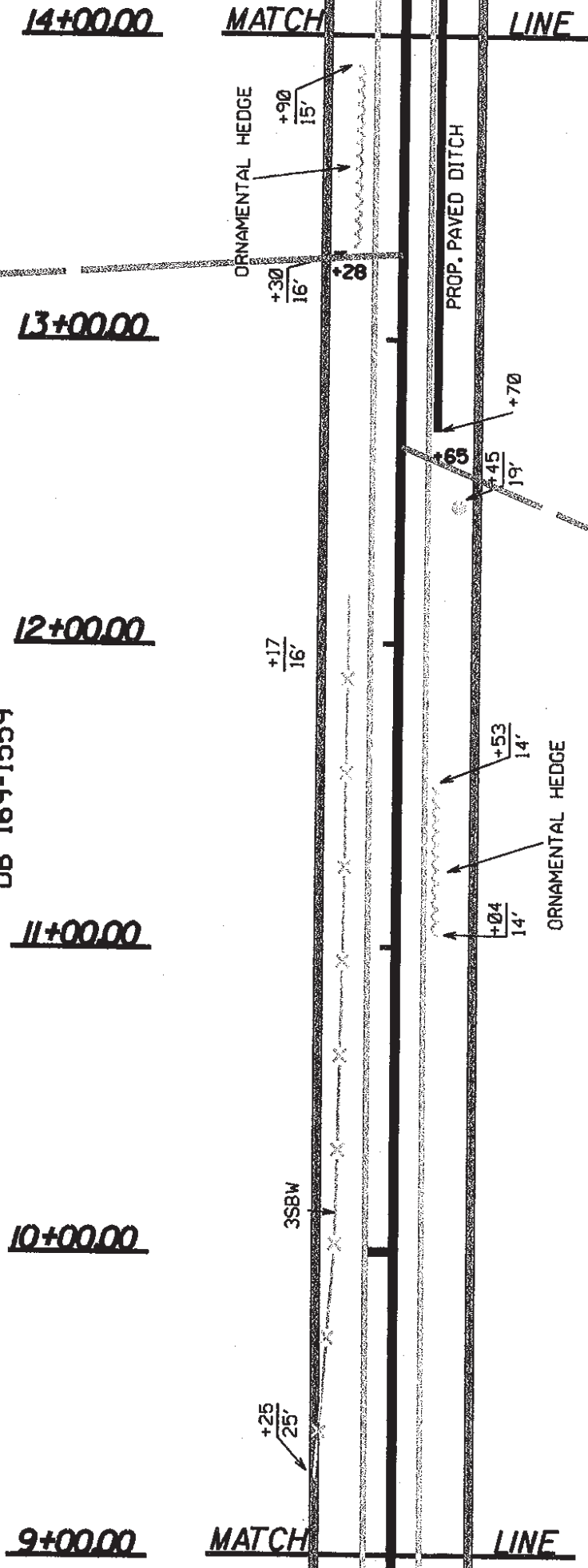
LINE

HELEN SPENCER
NDF

| |
|------|
| REV. |
| |
| |
| |
| |
| |
| |
| |
| |
| |

SHEET 3 OF 5

MARSHALL ESTEP
DB 169-1559



GLORIA GRAY
DB 170-1275

GRAY REDDEN
DB 177-1429

SHEET

LINE

+40

MARSHALL ESTEP
DB 207-237

GRAY REDDEN
DB 177-1429

$$52 +$$

LINE

| |
|------|
| REV. |
| |
| |
| |
| |
| |
| |

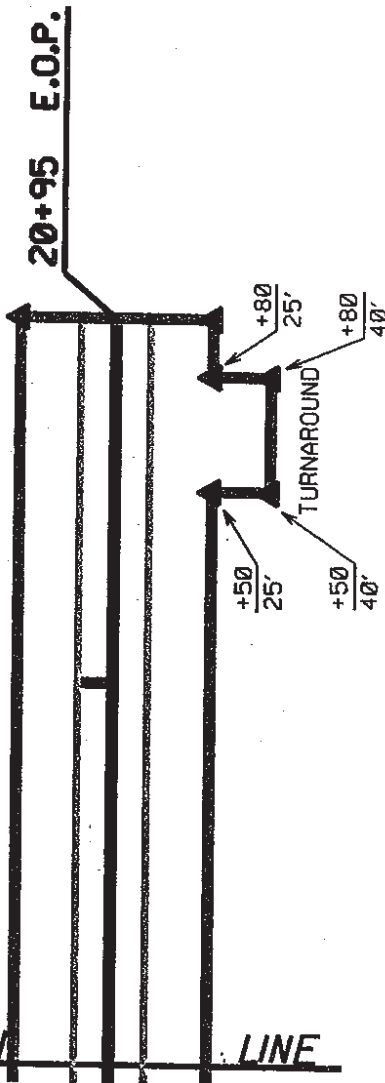
| |
|------|
| REV. |
| |
| |
| |
| |
| |
| |
| |
| |
| |

19+00.00

20+00.00

MARSHALL ESTEP
DB 169-1559

MATCH



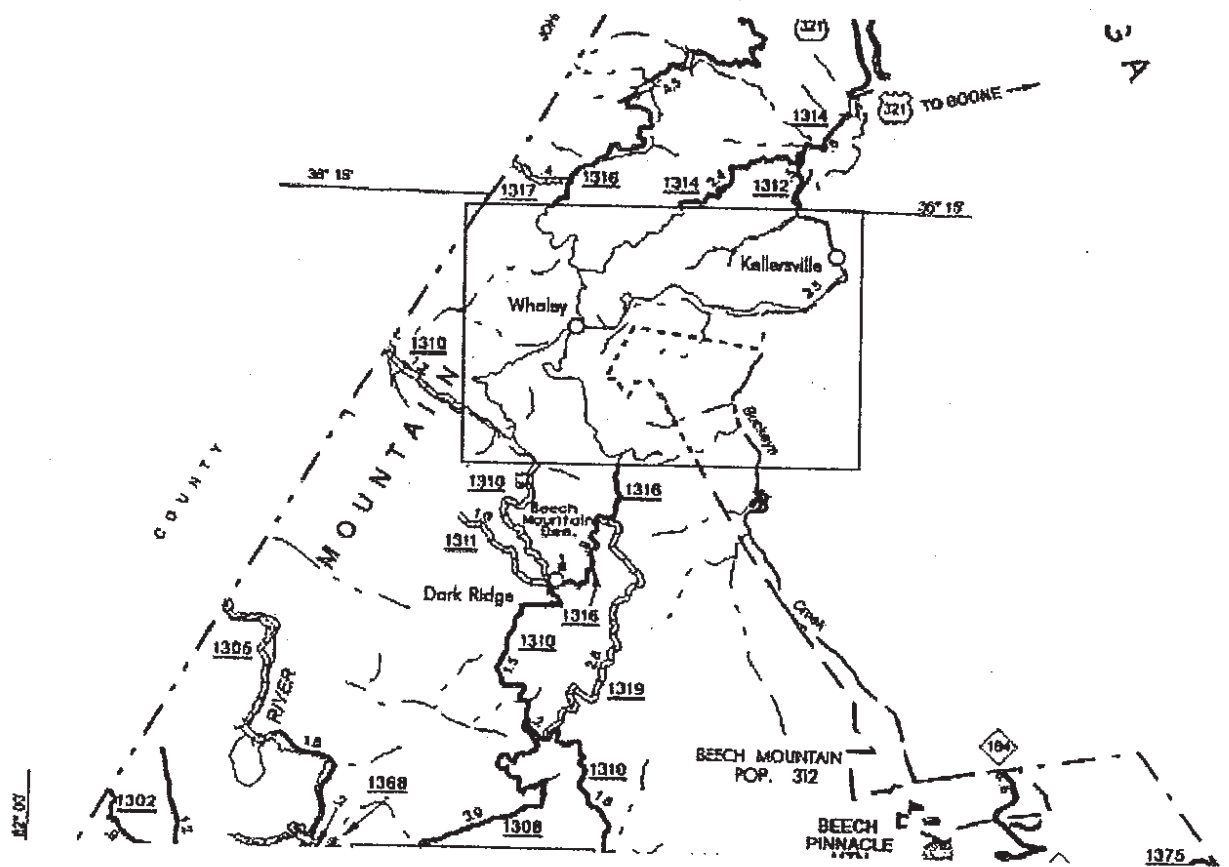
LINE

WILLIAM COOK
DB 295-161

SR 1318

McGUIRE RD

AVERY COUNTY



POLE DATA

PROJECT SR 1318 COUNTY: AVERY SHEET 1 OF 1

OWNER OF POLE LINE: MTN ELECTRIC

| STATION | DIST. FROM CENTER PRESENT ROAD | | DIST. FROM CENTER PROJECT | | DIST FROM CENTER AFTER MOVING | | REMARKS |
|---------|-----------------------------------|-----|------------------------------|-----|----------------------------------|-----|---------|
| | LT. | RT. | LT. | RT. | LT. | RT. | |
| 12+80 | 15' | | 15' | | 25' | | 1PW |
| | | | | | | | |

POLE DATA

PROJECT SR 1318 COUNTY: AVERY SHEET 1 OF 1

OWNER OF POLE LINE: SKYLINE

| STATION | DIST. FROM CENTER PRESENT ROAD | | DIST. FROM CENTER PROJECT | | DIST FROM CENTER AFTER MOVING | | REMARKS |
|---------|-----------------------------------|-----|------------------------------|-----|----------------------------------|-----|---------|
| | LT. | RT. | LT. | RT. | LT. | RT. | |
| 12+80 | 15' | | 15' | | 25' | | 2TW |
| | | | | | | | |

SHIFTED CENTER LINE IN EXISTING R/W
McGUIRE ROAD AVERY COUNTY
SR 1318

| STATION | SHIFTED TO LT. | SHIFTED TO RT. |
|---------|----------------|----------------|
| 1+00 | | 7' |
| 2+00 | | 5' |
| 3+00 | | 2' |
| 13+00 | | 1' |
| 14+00 | | 2' |

PROPERTY OWNERS
SR 1318 MCGUIRE ROAD
AVERY COUNTY

Tax Parcel No.: 193100730154

Owner:

COOK, LUTHER ET AL
COOK FAMILY HOUSE FUND
MARY C KEY
311 HUNTER RD
LEXINGTON NC 27295-8835

Deed Book: 91 **Pg:** 1110

Tax Parcel No.: 193100732936

Owner:

JOHNSON, HAROLD M & BERNICE
6340 BEECH MOUNTAIN RD
ELK PARK NC 28622-0000

Deed Book: 277 **Pg:** 1538

Tax Parcel No.: 193100728776

Owner:

ESTEP, MARSHALL & MARY LOIS
% WILLIAM MITHCELL
255 MC GUIRE RD
ELK PARK NC 28622-0000

Deed Book: 169 **Pg:** 1559

Tax Parcel No.: 193100725112

Owner:

SPENCER, HELEN
140 OAK HILL DRIVE
MOORE SC 29369-0000

Deed Book: 0 **Pg:** 0

Tax Parcel No.: 193100728249

Owner:

GRAY, GLORIA T
210 MC GUIRE RD
ELK PARK NC 28622-0000

Deed Book: 170 **Pg:** 1275

Tax Parcel No.: 193100822579

Owner:

REDDEN, GARY & BETTY
250 MCGUIRE RD
RT 1 BOX 658

ELK PARK NC 28622-0000

Deed Book: 177 **Pg:** 1429

Tax Parcel No.: 193100833074

Owner:

ESTEP, MARSHALL & MARY LOIS
% WILLIAM MITHCELL
255 MC GUIRE RD

ELK PARK NC 28622-0000

Deed Book: 207 **Pg:** 237

Tax Parcel No.: 193100837000

Brief Description: ODA JONES TRACT

Owner:

ESTEP, MARSHALL & MARY LOIS
% WILLIAM MITHCELL
255 MC GUIRE RD

ELK PARK NC 28622-0000

Deed Book: 169 **Pg:** 1557

Tax Parcel No.: 193100925734

Owner:

HIMMELMAN, ROBERT ARNER
496 MCGUIRE RD

ELK PARK NC 28622-0000

Deed Book: 162 **Pg:** 351

Tax Parcel No.: 193100924115

Owner:

KRAGIEL, DANIEL PETER
400 MC GUIRE RD

ELK PARK NC 28622-0000

Deed Book: 162 **Pg:** 353

Tax Parcel No.: 193100811945

Brief Description: TRACT 243 RIL

Additional Information: MC GUIRE RD 1318 ON RD

Owner:

COOK, WILLIAM G & FLORENCE
1043 MILL DRIVE

WINSTON SALEM NC 27127-0000

Deed Book: 295 **Pg:** 161

Subject: Mailing List

Date: Wed, 09 Apr 2008 12:45:18 -0400

From: "Joe Laws, PE" <jlaws@dot.state.nc.us>

Organization: North Carolina Department of Transportation

To: "Greg W. Johnston" <gjohnston@dot.state.nc.us> ,

Jim R Owens <jrowens@dot.state.nc.us> , Ken Lisk <klisk@dot.state.nc.us>

Please add PADCO Excavating (Vendor # 59122) to your SBE Mailing
List for upcoming grading projects.

Joe

ROAD NAME: SR 1318 (McGUIRE ROAD)

DATE:

COUNTY: AVERY

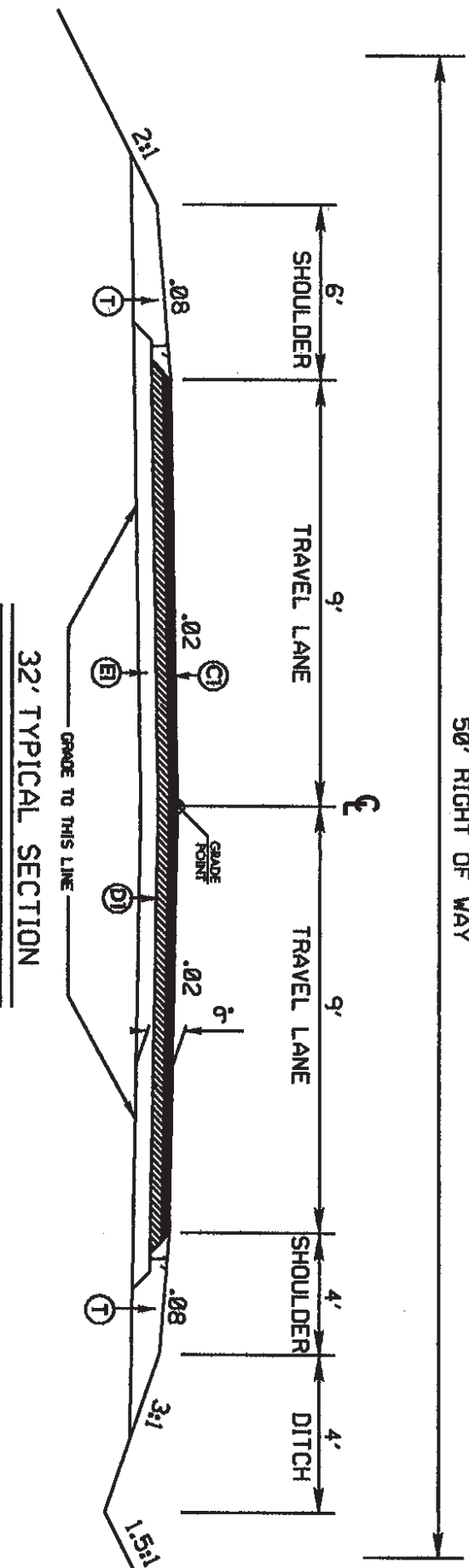
PROJECT (WBS):

(R/W)
11C.006047 (CONST)

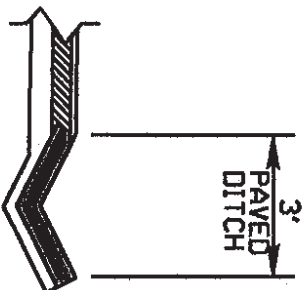
NOTE-CONSTRUCT EXTRA WIDENING IN CURVES AS DIRECTED BY ENGINEER

NOTE: PAVEMENT MARKINGS FOR TWO 9' LANES

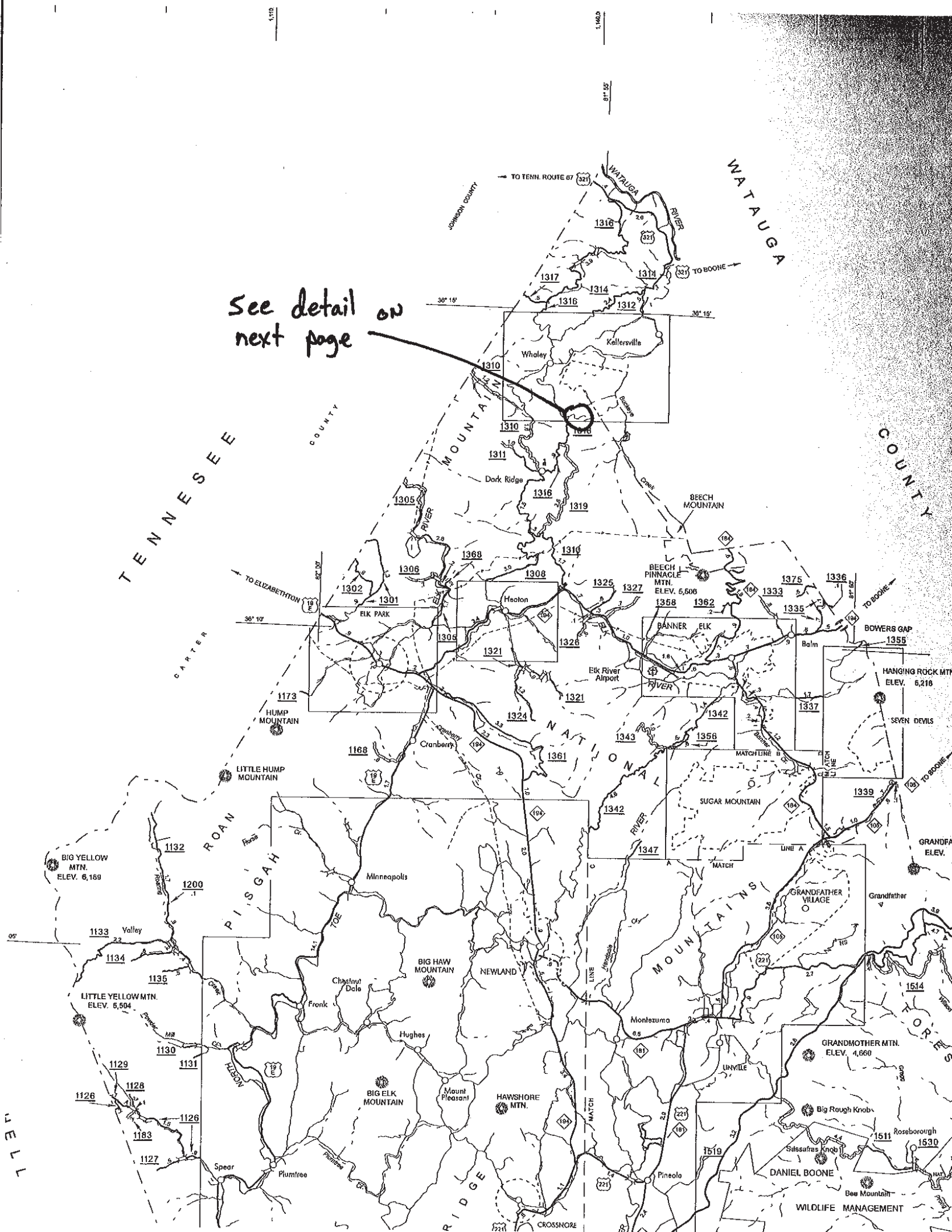
50' RIGHT OF WAY



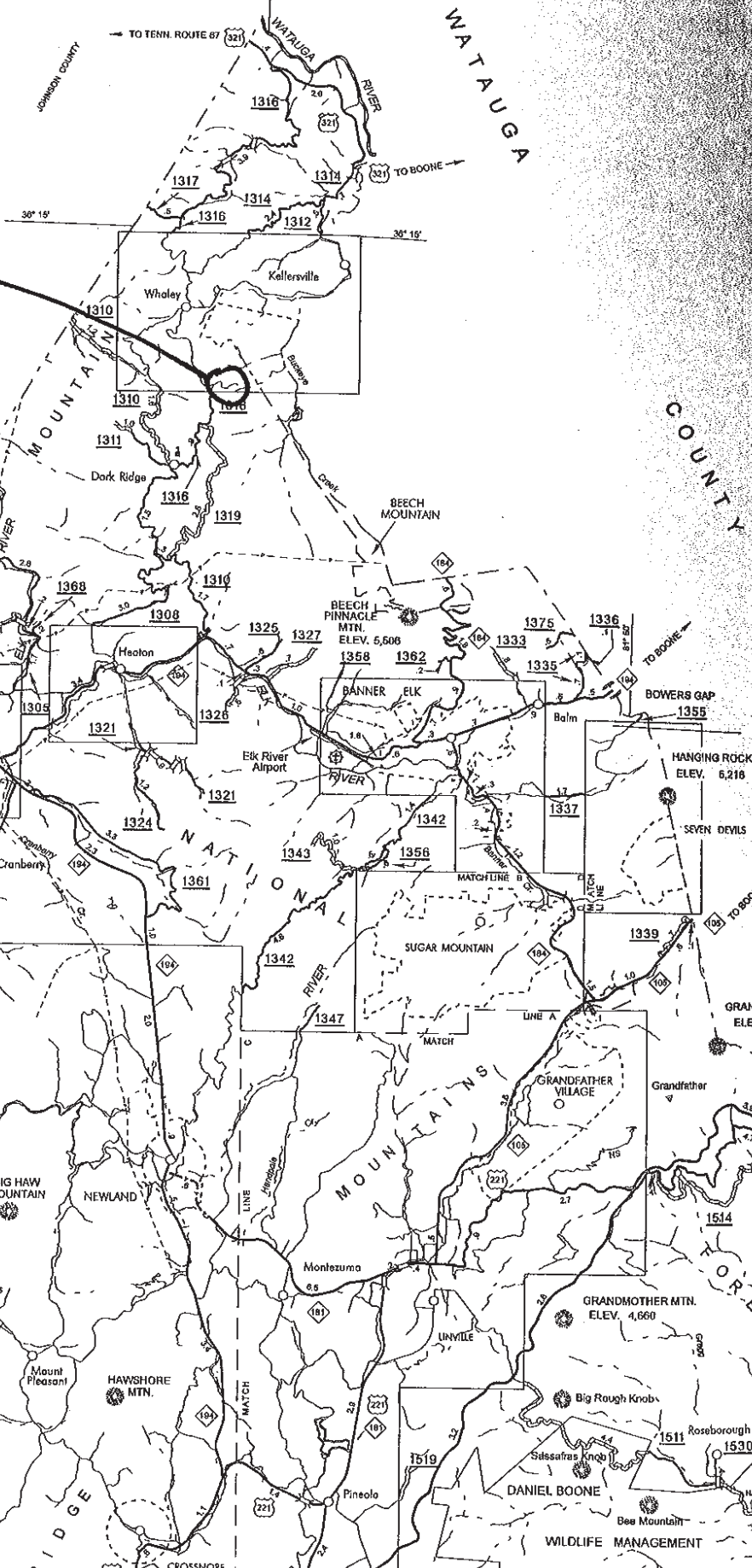
PAVED DITCH DETAIL

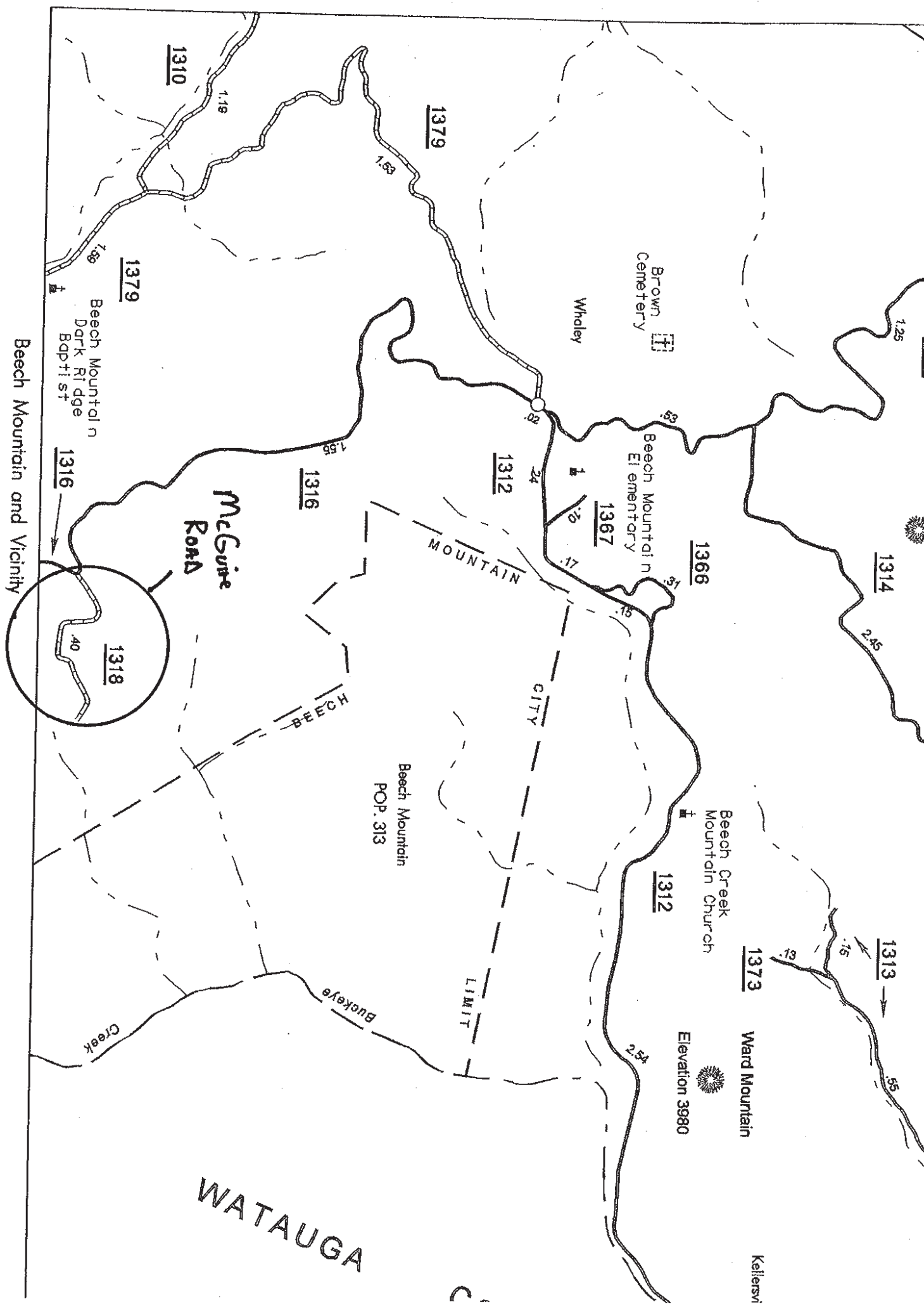


| | |
|----|--------------------------------|
| C1 | Asphalt Surface Treatment |
| D1 | 3.0" ACIC I 19.0 "B" Plant Mix |
| E1 | 6" Aggregate Base Course |
| T | Shoulder Material |



See detail on
next page





Revised:10-08-08

AVERY COUNTY
McGUIRE ROAD

| STATION | NEW PIPE | EXISTING PIPE | WET PIPE | CREEK SIZE |
|---------|-----------|---------------|----------|------------|
| 8+88 | 60' x 18" | 40' x 18' | NO | |
| 12+30 | Remove | ?Buried | NO | |
| 16+05 | Remove | 40' x 18' | NO | |
| 17+00 | 60' x 24" | Addition | NO | |
| 20+40 | 60' x 24" | Addition | NO | |
| | | Drive Pipes | | |
| 2+68 | 30' x 15" | Addition | NO | |
| 11+05 | 30' x 15" | 80' x 12" | NO | |
| 13+16 | 30' x 15" | Addition | NO | |